

# **N O T I C E**

## **NO HAND CARRIED BIDS! NO MAILED BIDS!**

Current security requirements established by the U.S. Capitol Police to screen mail being delivered to the U.S. Capitol Complex of buildings preclude the use of U.S. Postal Service by offerors to deliver their proposals submitted in response to this solicitation. In addition, because all packages must be screened for security purposes at a central location prior to their delivery, the Architect of the Capitol cannot accept packages containing offers handcarried directly to the Bid Room address within the Ford House Office Building, as specified elsewhere in this solicitation, or at any other location in the U.S. Capitol Complex of buildings.

Due to these unusual circumstances the Procurement Division for the Architect of the Capitol will only accept offers/proposals via UPS or FEDEX. See provision AOC52.215-1 Instructions to Offerors located in Section L for solicitations for services/supplies or the Solicitation Conditions for solicitations for construction. All handcarried offers/proposals will be rejected. Any attempt to handcarry an offer/proposal to any location in the U.S. Capitol Complex of buildings will be refused. Offerors are advised when sending proposals via FEDEX or UPS ***not*** to use same day delivery. FEDEX/UPS often subcontract out the delivery for same-day service. It is necessary for delivery personnel to arrive in a FEDEX/UPS truck and be in a uniform recognized as FEDEX/UPS. Offerors are encouraged to determine who will be making the delivery when making arrangements with FEDEX/UPS.



**RFP NO. 050105**  
**REPLACEMENT OF THE AUTOMATIC**  
**FIRE PUMP SYSTEM IN THE HART**  
**SENATE OFFICE BUILDING**

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**October 13, 2005**

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Architect of the Capitol  
United States Capitol  
Washington, D.C. - 20515

**PROJECT MANUAL**

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**ISSUED BY: ARCHITECT OF THE CAPITOL**

**REPLACEMENT OF THE AUTOMATIC FIRE PUMP SYSTEM  
IN THE HART SENATE OFFICE BUILDING**

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# **VOLUME I**

# **BUSINESS**

<b>SOLICITATION, OFFER, AND AWARD</b> <i>(Construction, Alteration, or Repair)</i> January 2004	1. SOLICITATION NO.	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE OF PAGES	
	RFP NO. 050105	_____ SEALED BID (IFB) <u>XX</u> NEGOTIATED (RFP)	OCTOBER 13, 2005	1	2

IMPORTANT - The "offer" section on page 2 of 2 must be fully completed by offeror.

4. CONTRACT NO.		5. REQUISITION NO. SB050401	6. PROJECT NO.
7. ISSUED BY ARCHITECT OF THE CAPITOL United States Capitol Washington, D.C. 20515		8. ADDRESS OFFER TO (Note - All handcarried offers/bids will be rejected) Architect of the Capitol Procurement Division Ford House Office Building Attn: NICHELE C. ROBINSON Room H2-263 Bid Room Second and "D" Streets, S.W. Washington, DC 20515	
9. FOR INFORMATION CALL:		A. NAME NICHELE C. ROBINSON	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) (202) 226 - 1947

**SOLICITATION**

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SUBJECT: **DESIGN AND INSTALL AN AUTOMATIC FIRE PUMP SYSTEM IN THE HART SENATE OFFICE BUILDING WASHINGTON, DC**

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying no., date):

1. **A SITE VISIT AND PRE-BID CONFERENCE WILL BE CONDUCTED ON OCTOBER 25, 2005 AT 10:30 A.M. ADDITIONAL INFORMATION is located in the article entitled "VISIT TO THE SITE OF THE WORK " IN THE SOLICITATION CONDITIONS.**
2. **The Offeror's attention is directed to the "SUPPLEMENTARY CONDITIONS", 2. SUBMITTALS, which will be strictly enforced.**

11. The CONTRACTOR shall complete performance within 160 calendar days after Notice of Award. See Supplemental Conditions, article entitled "CONTRACT TIME".

12. The CONTRACTOR must furnish any required performance, payment bonds and insurance: X YES    NO. If YES, within 20 calendar days after award.

13. ADDITIONAL SOLICITATION REQUIREMENTS:

A. Sealed offers in original and   2   copies to perform the work required are due at the place specified in Item 8 by 1:00 p.m. (hour) local time November 03, 2005 (date). If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

B. An offer guarantee   X   is,    is not required.

C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.

D. Offers providing less than   60   Calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

**OFFER (Must be fully completed by offeror)**

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)

DUNS NO. \_\_\_\_\_ TIN \_\_\_\_\_

15. TELEPHONE &amp; FACSIMILE NOS. (Include area codes)

16. REMITTANCE ADDRESS (Include only if different than Item 14)

17. The offeror agrees to perform the work required at the prices specified in the Schedule in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within 60 calendar days after the date offers are due.

18. The Offeror agrees to furnish any required performance, payment bonds and insurance.

**19. ACKNOWLEDGMENT OF AMENDMENTS**

(The offeror acknowledges receipt of amendments to the solicitation - give number and date of each)

AMENDMENT NO.										
DATE										
20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)				20B. SIGNATURE					20C. OFFER DATE	

**AWARD (To be completed by Government)**

21. ITEMS ACCEPTED:

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION

24. SUBMIT INVOICES TO ADDRESS SHOWN IN ITEM 27

(In Triplicate)

25. AUTHORITY FOR NEGOTIATION, IF APPLICABLE

26. ADMINISTERED BY:

CODE \_\_\_\_\_

See Block 8

27. PAYMENT WILL BE MADE BY:

ARCHITECT OF THE CAPITOL  
Ford House Office Building  
Accounting Office, Room H2-205  
Washington, D.C. 20024

**CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE**

\_\_\_\_ 28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return \_\_\_\_\_ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration stated in the contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, requirements, certifications, and specifications or incorporated by reference in or attached to this contract.

\_\_\_\_ 29. AWARD (Contractor is not required to sign this document.) Your offer on this solicitation, is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN  
(Type or print)

31A. NAME OF CONTRACTING OFFICER (Type or print)

NICHELE C. ROBINSON  
Contracting Officer

30B. SIGNATURE

30C. DATE

31B. UNITED STATES OF AMERICA

31C. AWARD DATE

BY:

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**THE SCHEDULE**

**SUPPLIES OR SERVICES AND PRICES/COSTS  
FOR CONSTRUCTION**

The Contractor shall furnish all supplies, equipment, personnel and services necessary to perform the work to design and install an automatic fire pump system in the Hart Senate Office Building, Washington, DC (see the SPECIFICATIONS AND THE CONTRACT DRAWINGS) as required by the Architect of the Capitol.

**1. SCHEDULE OF ITEMS**

<b>ITEM NO.</b>	<b>DESCRIPTION</b>	<b>U/M</b>	<b>PRICE</b>
001	Design and install automatic fire pump system in accordance with the attached Specifications	JB	\$ _____

<b>ALTERNATE ITEM NO.</b>	<b>DESCRIPTION</b>	<b>U/M</b>	<b>PRICE</b>
002	Design and install automatic fire pump system in accordance with the attached Specifications using Alternate 1 requirements	JB	\$ _____

END OF THE SCHEDULE

## **GENERAL CONDITIONS**

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## **GENERAL CONDITIONS**

### **AOC52.202-2      DEFINITIONS - CONSTRUCTION (JUN 2004)**

- (a) The term “Government” means the United States of America, represented by the Architect of the Capitol, who is the Contracting Officer.
- (b) The term “head of the agency” means the Committee, Commission, or other authority of the Legislative Branch of the Government having final jurisdiction or supervision over the work involved. The “other authority” as used in this paragraph includes the Architect of the Capitol in cases in which he has final jurisdiction or supervision over the work involved.
- (c) The term “Architect” as used in the contract documents shall mean the Architect of the Capitol.
- (d) The term “Contracting Officer” as used in the contract documents means the Architect of the Capitol or his duly authorized representative.
- (e) The term “his duly authorized representative” means any person or persons or board authorized to act for the head of the agency within the scope of their authority.
- (f) The term “Contractor” means the individual, partnership or corporation entering into a contract with the Government to perform the work specified.
- (g) The term “Subcontractor”, as used in this part, means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime contractor or other subcontractor. There is no privity of contract between the Government and the Subcontractors.
- (h) The term “Project Director” means the individual designated by the Architect to monitor the progress of work from a technical standpoint. The duties and responsibilities of the Project Director shall include supervision of scheduling, receipt and verification of Contractor’s payrolls in accordance with the Davis Bacon Act, coordination between Divisions, concerning resolution and/or avoidance of potential problems and, to the extent authorized by the Delegation of Authority, if any, issuance of clarifications, supplemental agreements and change orders to the Contractor.
- (i) The term “contract documents” includes, collectively, the Project Manual, the contract drawings and the addenda and modifications thereto, if any.
- (j) The term “work” includes, but is not limited to, materials, labor, and manufacture and fabrication of components.
- (k) The term “specifications” means the portion of the Contract Documents that consist of the written requirements for materials, equipment, construction systems, standards and workmanship for the Work, and performance of related services.
- (l) The term “drawings” means the graphic and pictorial portions of the Contract Documents, wherever

located and whenever issued, that show the design, location and dimensions of the Work, and generally includes plans, elevations, sections, details, schedules and diagrams.

(m) Wherever in the specifications or upon the drawings the word “directed,” “required,” “ordered,” “designated,” “prescribed,” or words of like import are used, it shall be understood that the “direction,” “requirement,” “order,” “designation,” or “prescription,” of the Contracting Officer is intended and similarly the words “approved,” “acceptable,” “satisfactory,” or words of like import shall mean “approved by” or “acceptable to,” or “satisfactory to” the Contracting Officer, unless otherwise expressly stated.

(n) Where “as shown,” “as indicated,” “as detailed,” or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word “provided” as used herein shall be understood to mean “provide complete in place,” that is “furnished and installed.”

(End of clause)

#### AOC52.203-1 ADVERTISING/PROMOTIONAL MATERIALS (JUN 2004)

(a) It is the policy of the Congress to discourage contractors providing services and supplies to the Legislative Branch entities, including the Architect of the Capitol, from advertising practices that feature the Capitol and Capitol Complex in a manner in which conveys, or is reasonably calculated to convey, a false impression of sponsorship, approval or endorsement of any product or service by the Congress, the Government of the United States, or any Department, Agency or instrumentality thereof.

(b) Contractors performing construction services for Legislative Branch entities, including the Architect of the Capitol, are discouraged from capitalizing on their contractual relationships with such entities and shall not engage in advertising practices which convey, or are reasonably calculated to convey, a false impression of sponsorship, approval or endorsement of any product or service by the Congress, the Government of the United States, of any Department, Agency or instrumentality thereof. This includes utilizing, in conjunction with the fact of their contractual relationship, images of the Capitol, any other buildings in the Capitol Complex, or any part of the United States Capitol Grounds in their advertising or promotional materials; and/or publishing or disseminating the aforementioned advertising or promotional materials.

(c) The Contractor, by signing this contract, agrees to comply with the foregoing and to submit any proposed advertising or promotional copy connected in any manner with this contract and/or the Capitol, other Capitol Complex Buildings, or the United States Capitol Grounds to the Contracting Officer for approval prior to publication.

(End of clause)

#### AOC52.203-2 DISCLOSURE OF INFORMATION TO THE GENERAL PUBLIC (JUN 2004)

(a) Promptly after receiving any request from the general public for information on or data derived from this contract, the contractor shall notify the Architect of the Capitol, Procurement Division. The contractor shall cooperate with the Procurement Division in compiling or collecting information or data if the Architect of the Capitol determines the information or data to be releasable.

(b) “General public”, for purposes of this clause, are those groups or individuals who are not authorized by law or regulation to have access.

(c) This clause is not intended to prevent the contractor from providing contract information or data which the contractor is required to provide in order to conduct its business, such as insurance, banking, subcontracting.

(d) The contractor is permitted to request that proprietary information or data not be released if such release would harm or impair the contractor in conducting its normal business. Such request must be documented with clear and specific grounds for that claim.

(End of clause)

#### AOC52.204-1 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (JUN 2004)

The Contractor is encouraged to submit paper documents, such as offers, letters, or reports, that are printed or copied doubled-sided on recycled paper and meet minimum content standards when not using electronic commerce methods to submit information or data to the Government.

(End of clause)

#### AOC52.211-3 DEFICIENCIES IN CONTRACT DOCUMENTS (JUN 2004)

The Contractor shall promptly inform the Contracting Officer, in writing, of any discovered errors, omissions, discrepancies, conflicts or ambiguities in the contract documents before proceeding with any work affected by such factors. Failure to do so will be at the risk of the Contractor.

(End of clause)

#### AOC52.211-6 NOTICE TO PROCEED (JUN 2004)

A formal notice, or notices, to proceed will be issued as soon as practical, normally after approval by the Contracting Officer of the bonds and insurance. Unless specifically authorized in writing, any steps taken in connection with the performance of, or the preparation to perform, the contract, prior to issuance of the notice to proceed, will be the responsibility of and at the risk of the Contractor, and without any cost whatsoever to the Government.

(End of clause)

#### AOC52.215-10 EXAMINATION OF RECORDS (JUN 2004)

(a) The Contractor agrees that the Architect of the Capitol or any duly authorized representatives shall, until the expiration of 3 years after final payment under this contract, have access to and the right to examine any books, accounting procedures and practices documents, papers, records and other data regardless of whether such items are in written form, in the form of computer data or in any other form and other supporting

evidence, involving transactions related to this contract or compliance with any clause or certification thereunder.

(b) The Contractor further agrees to include in all its subcontracts hereunder a provision to the effect that subcontractor agrees that the Architect of the Capitol or any authorized representatives shall, until the expiration of 3 years after final payment under the subcontract, have access to and the right to examine books, documents, papers, records other data regardless of whether such items are in written form, in the form of computer data or in any other form, and other supporting evidence, involving transactions related to the subcontract or compliance with any clause or certification thereunder.

(c) The term "subcontract" as used in this clause excludes purchase orders not exceeding \$10,000.

(End of clause)

#### AOC52.215-11 AUDITS (JUN 2005)

(a) If the price of this contract is changed through the operation of any of the provisions of this contract, the Contractor, within such reasonable time as the Contracting Officer may direct, shall submit complete and accurate cost and pricing data in support of any claim asserted under such provisions.

(b) With the submission of cost and pricing data in support of any claim, the Contractor shall supply the following certification by a duly authorized corporate officer, partner, or owner, as applicable:

"This is to certify that, to the best of my knowledge and belief, the cost and pricing data herewith submitted to the Contracting Officer in support of a price adjustment under Supplement/Claim No. for \_\_\_\_\_ (identify by description) are accurate and complete and

they are current as of \_\_\_\_\_ (date).

Date of Execution \_\_\_\_\_

Firm \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_"

(c) The Contracting Officer in accordance with the FAR clause "Audit and Records - Negotiation", 52.215-2, has the right to examine all books, records, documents and other data of the Contractor or subcontractor in order to evaluate the accuracy, completeness, and currency of cost or pricing data thus submitted. The Contractor shall insert an appropriate provision in all subcontracts for the purpose of making the requirements of this paragraph applicable thereto.

(End of clause)

#### AOC52.216-6 UNDEFINITIZED CONTRACT ACTIONS (MAR 2005)

(a) In the event of an urgent situation, the services or supplies may be required on an emergency basis under an undefinitized contract action (emergency task/delivery order, contract modification, or letter contract). The undefinitized contract action may be either verbal, typed, or hand written, with the form of the undefinitized

contract action dictated by the access the issuing Contracting Officer has to the AOC network or a computer. If issued verbally, the Contracting Officer shall provide a written confirming document to the location identified by the contractor within 5 calendar days after issuance of the verbal undefinitized contract action.

If an undefinitized contract action is issued under an existing contract, the terms and conditions of the contract shall be in effect and automatically incorporated by reference under any undefinitized contract action issued.

(b) The scope of work as originally issued on the contract action will, of necessity, be somewhat broad and general in nature. It is to also be considered as a Notice to Proceed immediately with the work under the undefinitized contract action. An estimated amount for the work to be performed shall be obligated to ensure that reasonable funds are available for payment to the contractor, and an estimated completion date shall be identified on the undefinitized contract action. If the contractor believes the amount of funds obligated or time for completion as stated in the undefinitized contract action are unreasonable, within 30 calendar days after issuance of the written undefinitized contract action the contractor is responsible for notifying the Contracting Officer of this and providing a suggested amount of funds for obligation or time for completion. In no instance shall the contractor's suggested amount of funds for obligation or time for completion be considered as binding to the contractor or the Government in future negotiations. The Government can elect to use the contractor's suggested amount of funds or time for completion as an indication that some additional funds or time for completion may be required and obligated or adjusted, respectively, in order to ensure that reasonably adequate funds are available to pay the contractor for services performed or that the completion time is reasonable .

(c) Within a reasonable amount of time after the issuance of the undefinitized contract action but not later than an estimated 25% of the way through the completion of the work under the undefinitized contract action, an authorized representative of the contractor must meet, either in person or telephonically, with the Contracting Officer to further define the scope of work, negotiate the price, identify a final completion date, and address other activities necessary to definitize the undefinitized contract action. This estimated 25% shall use the best information reasonably available and be based upon (1) an estimate of the amount of work completed relative to the original general scope of work or (2) the amount of payments made relative to the original amount obligated.

(d) Payments can be made from the original amount obligated, but the undefinitized contract action must be definitized before payments exceed 40% of funds originally obligated.

(e) If communications are disrupted to the degree that it is necessary to communicate with the Contracting Officer at their residence or through other devices that do not utilize AOC-owned equipment, i.e., the Contracting Officer's residential telephone line, home address, etc., the contractor shall treat the Contracting Officer's personal information as confidential and shall not divulge the information to any individual or organization, including but not limited to other AOC personnel, without the Contracting Officer's express written permission. If it becomes necessary for the Contracting Officer to communicate with the contractor through means other than the contractor's normal place of business, i.e., the contractor's residential telephone line or home address, the Contracting Officer shall not divulge the information to any individual or organization, including but not limited to other AOC or contractor personnel, without the contractor's express written permission.

(f) For the purposes of this clause, e-mail is considered express written permission.

(End of clause)

AOC52.219-1 UTILIZATION OF SMALL BUSINESS CONCERNS (AUG 2004)

(a) It is the policy of the Government as declared by the Congress that a fair proportion of the purchases and contracts for supplies and services for the Government be placed with all types of small business concerns as determined by the size standards in 13 CFR 121.

(b) The Contractor agrees to accomplish the maximum amount of subcontracting to all types of small business concerns that the Contractor finds to be consistent with the efficient performance of this contract.

(End of clause)

AOC52.222-1 OVERTIME WORK - CONSTRUCTION (AUG 2004)

No extra reimbursement will be allowed for work performed outside regular working hours or on Saturday, Sundays or holidays and, for work performed in the District of Columbia, Presidential Inauguration Day, unless such work is ordered in writing by the Contracting Officer and payment therefore is authorized in the written order, and provided such work is not otherwise required to be performed under terms of the contract.

(End of clause)

AOC52.222-3 CONVICT LABOR (JUN 2004)

In connection with the performance of work under this contract the Contractor agrees not to employ any person undergoing sentence of imprisonment except as provided by Public Law 89-176, approved September 10, 1965, 18 U.S.C. 4082(c)(2).

(End of clause)

AOC52.222-7 WORKMEN'S COMPENSATION LAWS (JUN 2004)

The Contractor and his subcontractors employed on the site shall comply with the Workmen's Compensation Laws of the District of Columbia.

(End of clause)

FAR 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA  
(JAN 1997) ALTERNATE I (JULY 1995)

(a) "Hazardous material" as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).



(b) The offeror must list any hazardous material, as defined in Paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material (If none, insert "None")	Identification No.
_____	_____
_____	_____
_____	_____

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award a "Material Safety Data Sheet", meeting the requirement of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in Paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the items(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under Paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to—

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate and disclose the data for the Government for these purposes.

(2) To use, duplicate and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(i) Except as provided in Paragraph (i)(2), the Contractor shall prepare and submit a sufficient number of Material Safety Data Sheets (MSDS's), meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous materials identified in Paragraph.(b) of this clause.

(1) For items shipped to consignees, the Contractor shall include a copy of the MSDS's with the packing list or other suitable shipping document which accompanies each shipment. Alternatively, the Contractor is permitted to transmit MSDS's to consignees in advance of receipt of shipments by consignees, if authorized in writing by the Contracting Officer.

(2) For items shipped to consignees identified by mailing address as agency depots, distribution centers or customer supply centers, the Contractor shall provide one copy of the MSDS' in or on each shipping container. If affixed to the outside of each container, the MSDS's must be placed in a weather resistant envelope.

(End of clause)

AOC52.223-1 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY  
DATA - SUPPLEMENT (JUN 2005)

(a) Except as provided in paragraph (c), the Contractor shall prepare and submit a sufficient number of Material Safety Data Sheets (MSDS's), meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous materials identified in FAR 52.223-3(b).

(b) For items shipped to consignees, the Contractor shall include a copy of the MSDS's with the packing list or other suitable shipping document which accompanies each shipment. Alternatively, the Contractor is permitted to transmit MSDS's to consignees in advance of receipt of shipments by consignees, if authorized in writing by the Contracting Officer.

(c) For items shipped to consignees identified by mailing address as agency depots, distribution centers or customer supply centers, the Contractor shall provide one copy of the MSDS' in or on each shipping container. If affixed to the outside of each container, the MSDS's must be placed in a weather resistant envelope.

(d) For items provided to a construction site, the Contractor shall provide two copies of each MSDS. One copy shall be provided to the COTR in accordance with the Division 1 submittal requirements, and a second

copy shall be kept in an MSDS binder on the job site.

(End of clause)

AOC52.223-3 SECURITY MARKINGS (JUN 2004)

(a) Before dissemination to subcontractors or other personnel, all AOC drawings and electronic copies thereof shall be considered at a minimum to be *sensitive but unclassified* (SBU). The following statement shall be imprinted on *each* page of drawings:

**PROPERTY OF THE UNITED STATES GOVERNMENT  
COPYING, DISSEMINATING, OR DISTRIBUTING THESE DRAWINGS, PLANS OR  
SPECIFICATIONS TO UNAUTHORIZED USERS IS PROHIBITED**

**Do not remove this notice**

**Properly destroy documents when no longer needed**

(b) The following paragraph shall be included on the cover page of the information (such as the cover page on a set of construction drawings and on the cover page of the specifications).

**PROPERTY OF THE UNITED STATES GOVERNMENT  
COPYING, DISSEMINATING, OR DISTRIBUTING THESE DRAWINGS, PLANS OR  
SPECIFICATIONS TO UNAUTHORIZED USERS IS PROHIBITED**

**Do not remove this notice**

**Properly destroy documents when no longer needed**

(End of clause)

AOC52.223-4 TRANSMISSION OR POSTING OF DRAWINGS/SPECIFICATIONS (JUN 2004)

Due to security issues, the contractor is strictly prohibited from placing or transmitting drawings and specifications on the internet or modem without express permission from the Architect of the Capitol.

(End of clause)

FAR 52.225-9 BUY AMERICAN ACT– CONSTRUCTION MATERIALS (JUNE 2003)

(a) *Definitions.* As used in this clause --

“Component” means an article, material, or supply incorporated directly into construction materials.

“Construction material” means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are

supplies, not construction material.

“Cost of components” means—

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in Paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

“Domestic construction material” means—

(1) An unmanufactured construction material mined or produced in the United States, or

(2) A construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic.

“Foreign construction material” means a construction material other than a domestic construction material.

“United States” means the 50 States, the District of Columbia, and outlying areas

(b) *Domestic preference.* (1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) by providing a preference for domestic construction material. The Contractor shall use only domestic construction material in performing this contract, except as provided in Paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to the construction material or components listed by the Government as follows:

None

---

*(Contracting Officer to list applicable excepted materials or indicate “None”)*

(3) The Contracting Officer may add other foreign construction material to the list in Paragraph (b)(2) of this clause if the Government determines that--

(i) The cost of domestic construction material would be unreasonable. The cost of a particular construction material subject to the requirements of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

(ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States

in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) *Request for determination of inapplicability of the Buy American Act.* (1)(i) Any contractor request to use foreign construction material in accordance with Paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including--

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with Paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in Paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination

(2) If the Government determines after contract award that an exception to the Buy American Act applies and the Contracting Officer and the contractor negotiates adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in Paragraph (b)(3)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American Act applies, use of foreign construction material is noncompliant with the Buy American Act or Balance of Payments Program.

(d) *Data.* To permit evaluation of requests under Paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey

of suppliers;

<u>FOREIGN AND DOMESTIC CONSTRUCTION MATERIALS PRICE COMPARISON</u>			
<u>Construction Material</u> <u>Description</u>	<u>Unit of</u> <u>Measure</u>	<u>Quantity</u>	<u>Price</u> <u>(Dollars)*</u>
<u>Item 1:</u>			
Foreign construction material	_____	_____	_____
			—
Domestic construction material	_____	_____	_____
			—
<u>Item 2:</u>			
Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____

[List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]

[Include other applicable supporting information.]

[\* Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate is issued).]

(End of clause)

#### AOC52.225-1 BUY AMERICAN ACT - SUPPLEMENT (JUN 2004)

In addition to provisions of the above clause entitled, “Buy American Act”, the General Provisions of the Legislative Branch Appropriations Act provides in part, as follows:

(a) It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available in the Act should be American-made.

(b) In providing financial assistance to or entering into any contract with, any entity using funds made available in the Act, the head of each Federal Agency, to the greatest extent practicable, shall provide to such entity a notice describing the statement made in Paragraph (a) above, by the Congress.

(End of clause)

#### AOC 52.228-2 INSURANCE - WORK ON A GOVERNMENT INSTALLATION (SEP 2004)

(a) The Contractor shall, at his own expense, provide and maintain during the entire performance of this contract at least the kinds and minimum amounts of insurance as required in this clause.

(b) Within twenty (20) calendar days after the date of contract award or before commencing work under this contract, whichever is earlier, the Contractor shall notify the Contracting Officer in writing that the required

insurance has been obtained. A Certificate of Insurance evidencing the Contractor's compliance with the requirements of this clause, identifying all policies of insurance and sureties proposed for the provision of liability coverage pertinent to the work of the instant contract, including the endorsement required in this paragraph, and manually countersigned by an authorized representative of the insurance company shall be submitted in accordance with the time frame stated in this paragraph. All policies for liability protection, bodily injury, or property damage shall include the United States of America, acting by and through the Architect of the Capitol, as an additional insured with respect to operations under this contract. Each policy of insurance shall contain the following endorsement, which may be attached as a rider:

"It is understood and agreed that the Contractor's Insurance Company or surety shall notify the Architect of the Capitol, in writing, thirty (30) calendar days in advance of the effective date of any reduction in or cancellation of this policy."

(c) Insurance and required minimum liability limits are:

(1) Appropriate bodily injury and property damage liability insurance, with limits of not less than \$500,000 for each occurrence and \$2,000,000 for annual aggregate, including requirements for protection of hoisting and scaffolding operations, when applicable, and servicing areas adjacent to the building;

(2) Automobile bodily injury liability insurance with limits of not less than \$200,000 for each person and \$500,000 for each accident, and property liability insurance, with a limit of not less than \$20,000 for each accident. A combined single limit for these coverages is acceptable; and/or

(3) Workmen's compensation insurance as required by the laws of (1) the District of Columbia for work performed on a Government site located in the District of Columbia; (2) the State of Maryland for work performed on a Government site located in Maryland; or (3) the Commonwealth of Virginia for work performed on a Government site located in Virginia.

(d) The Contractor shall insert the substance of this clause, including this paragraph, in subcontracts under this contract that require work on a Government installation, and shall require subcontractors to provide and maintain the insurance required in this clause. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

(End of clause)

#### AOC52.228-5 PERFORMANCE AND PAYMENT BONDS - CONSTRUCTION (SEP 2004)

(a) *Definitions.* As used in this clause, "original contract price" means the award price of the contract; or, for requirements contracts, the price payable for the estimated total quantity; or, for indefinite-quantity contracts, the price payable for the specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.

(b) *Amount of required bonds.* Unless the resulting contract price is \$25,000 or less, the successful offeror shall furnish performance and payment bonds to the Contracting Officer as follows:

(1) Performance Bonds: (Standard Form 25). The penal amount of performance bonds at the time of contract award shall be 100 percent of the original contract price.

(2) Payment Bonds: (Standard Form 25-A). The penal amount of payment bonds at the time of contract award shall be 100 percent of the original contract price.

(c) *Additional bond protection.* (1) The Government may require additional performance and payment bond protection if the contract price is increased. The increase in protection generally will equal 100 percent of the increase in contract price.

(2) The Government may secure the additional protection by directing the Contractor to increase the penal amount of the existing bonds or to obtain an additional bond.

(d) Furnishing executed bonds. The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within the time period specified in Item 12 of the form entitled, "Solicitation, Offer, and Award (Construction, Alteration, or Repair)" or otherwise specified by the Contracting Officer, but in any event, before starting work.

(e) Surety or other security for bonds. The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the Federal Register or may be obtained from the U.S. Department of Treasury, Financial Management Service, Surety Bond Branch, 401 14<sup>th</sup> Street, NW, 2<sup>nd</sup> Floor, West Wing, Washington, DC 20227.

(f) Notice of subcontractor waiver of protection (40 U.S.C. 270 b(c)). Any waiver of the right to sue on the payment bond is void unless it is in writing, signed by the person whose right is waived, and executed after such person has first furnished labor or material for use in the performance of the contract.

(End of clause)

AOC52.228-6 NOTICE TO SURETIES (JUN 2004)

The final inspection and acceptance of the work included in this contract shall not be binding or conclusive upon the Government if it shall subsequently appear that the Contractor has willfully or fraudulently, or through collusion with the representatives of the Government in charge of the work, supplied inferior material or workmanship, or has departed from the terms of the contract, or if defects of any kind should develop during the period that the guarantees covering such material and workmanship are in force. In such event, the Government shall have the right, notwithstanding such final acceptance and payment, to have the work removed and to cause the work to be properly performed and satisfactory material supplied to such extent as, in the opinion of the Contracting Officer, may be necessary to finish the work in accordance with the drawings, if any, and specifications, at the expense of the Contractor and the sureties on its bond, and the Government shall have the right to recover against the Contractor and its sureties the cost of such work, together with such other damages as the Government may suffer because of the default of the Contractor in



the premises, the same as though such acceptance and final payment had not been made.

(End of clause)

AOC52.232-4 PAYMENTS - CONSTRUCTION (JUN 2004)

(a) *Payment of price.* The Government shall pay the Contractor the contract price as provided in this contract.

(b) *Progress payments.* The Government shall make progress payments monthly as the work proceeds, or at more frequent intervals as determined by the Contracting Officer, or estimates of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer.

(1) The Contractor's request for progress payments shall include the following substantiation:

(i) An itemization of the amounts requested, related to the various elements of work required by the contract covered by the payment requested;

(ii) A listing of the amount included for work performed by each subcontractor under the contract;

(iii) A listing of the total amount of each subcontract under the contract;

(iv) A list of the amounts previously paid to each such subcontractor under the contract; and

(v) Additional supporting data in a form and detail required by the Contracting Officer.

(2) In the preparation of estimates, the Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration. Material delivered to the Contractor at locations other than the site also may be taken into consideration if--

(i) Consideration is specifically authorized by this contract; and

(ii) The Contractor furnishes satisfactory evidence that it has acquired title to such material and that the material will be used to perform this contract.

(c) *Contractor certification.* Along with each request for progress payments, the Contractor shall furnish the following certification, or payment shall not be made: (However, if the Contractor elects to delete Paragraph (c)(4) from the certification, the certification is still acceptable.)

I hereby certify, to the best of my knowledge and belief, that--

(1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;

(2) Payments to subcontractors and suppliers have been made from previous payments received under the contract, and timely payments will be made from the proceeds of the payment covered by this certification.

(3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract; and

(4) This certification is not to be construed as final acceptance of a subcontractor's performance.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Name)  
(Title)  
(Date)

(d) *Retainage.* In making such progress payments, there shall be retained 10 percent of the estimated amount until final completion and acceptance of all work required by the contract. However, if the Contracting Officer, at any time after 50 percent of the work has been completed, finds that satisfactory progress is being made, he may authorize any of the remaining partial payments to be made in full. Also, whenever the work is substantially complete, the Contracting Officer, if he considers the amount to be retained to be in excess of the amount adequate for the protection of the Government, at his discretion, may release to the Contractor all or a portion of such excess amount. Furthermore, on completion and acceptance of each separate building, public work, or other division of the contract, on which the price is stated separately in the contract, payment may be made therefore without retention of a percentage.

(e) *Title, liability, and reservation of rights.* All material and work covered by progress payments made shall, at the time of payment, become the sole property of the Government, but this shall not be construed as--

(1) Relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or

(2) Waiving the right of the Government to require the fulfillment of all of the terms of the contract.

(f) *Final payment.* The Government shall pay the amount due the Contractor under this contract after--

(1) Completion and acceptance of all work;

(2) Presentation of a properly executed voucher; and

(3) Presentation of release of all claims against the Government arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. A release may also be required of the assignee if the Contractor's claims to amounts payable under this contract has been assigned under the Assignment of Claims Act of 1940 (31 U.S.C. 3727 and 41 U.S.C. 15).

(g) Invoices shall be issued monthly as defined in Paragraph (b) in which services are performed by the

Contractor. Properly certified invoices shall be FAXED to the Architect of the Capitol, Accounting Division at (202) 226-2580. Information concerning requirements for payment requisitions must be secured by telephoning the Accounting Officer at (202) 226-2552. Payment will be made on a monthly basis. To assist the AOC in making timely payments, the Contractor is requested to furnish the following additional information on the invoice:

- (1) Contract Number;
- (2) Name and address of Contractor;
- (3) Invoice Date;
- (4) Period the payment covers; and
- (5) Amount by line item as identified in the Schedule.

(h) Each invoice shall be in accordance with the SCHEDULE OF SUPPLIES OR SERVICES AND PRICES/COSTS FOR CONSTRUCTION completed during the payment period. The Contractor shall keep accurate time records for each of his personnel employed in the work, and information copies of the Contractor's time records (payrolls) shall be submitted with each invoice for payment. Original certified copies of Contractor's payrolls shall have been submitted weekly in arrears to the Contracting Officer in accordance with the Davis Bacon Act.

(i) Payments will be made directly to your financial institution through Direct Deposit/Electronic Funds Transfer (DD/EFT). The Contractor's attention is directed to the requirements of AOC52.232-6, Payment By Electronic Funds Transfer - Other than Central Contractor Registration".

(End of clause)

AOC52.232-6      PAYMENT BY ELECTRONIC FUNDS TRANSFER - OTHER THAN CENTRAL  
CONTRACTOR REGISTRATION (JUN 2004)

(a) *Method of payment.* (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT) except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the contractor agrees to either--

- (i) Accept payment by check or some other mutually agreeable method of payment; or
- (ii) Request the Government to delay payment until such time as the Government makes payment by EFT (but see paragraph (d)).

(b) *Mandatory submission of Contractor's EFT information.* (1) The Contractor is required to provide the Government with the information required to make payment by EFT (see paragraph (i) of this clause). The

contractor shall provide this information directly to the office designated in paragraph (k) to receive that information (hereafter: "designated office") by three working days after notification of contract award. If not otherwise specified in this contract, the payment office is the designated office for receipt of the contractor's EFT information. If more than one designated office is named for the contract, the contractor shall provide a separate notice to each office. In the event that the EFT information changes, the contractor shall be responsible for providing the updated information to the designated office(s).

(2) If the contractor provides EFT information applicable to multiple contracts, the contractor shall specifically state the applicability of this EFT information in terms acceptable to the designated office. However, EFT information supplied to a designated office shall be applicable only to contracts that identify that designated office as the office to receive EFT information for that contract.

(c) *Mechanisms for EFT payment.* The Government may make payment by EFT through the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) *Suspension of payment.* (1) Notwithstanding the provisions of any other clause of this contract, the Government is not required to make any payment under this contract until after receipt, by the designated payment office, of the correct EFT payment information from the Contractor. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a valid invoice.

(2) If the EFT information changes after submission of correct EFT information, the Government shall begin using the changed EFT information no later than the 30 days after its receipt by the designated office to the extent payment is made by EFT. However, the Contractor may request that no further payments be made until the changed EFT information is implemented by the payment office.

(e) *Liability for uncompleted or erroneous transfers.* (1) If an uncompleted or erroneous transfer occurs because the Government failed to use the Contractor-provided EFT information in the correct manner, the Government remains responsible for--

- (i) Making a correct payment; and
- (ii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because Contractor's EFT information was incorrect at the time of Government release or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment and the provisions of paragraph (d) shall apply.

(f) *EFT and assignment of claims.* If the contractor assigns the proceeds of this contract as provided for in

the assignment of claims terms of this contract, the contractor shall require as a condition of any such assignment that the assignee shall provide the EFT information required by paragraph (i) of this clause to the designated office and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the contractor. EFT information that shows the ultimate recipient of the transfer to be other than the contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of Paragraph (d) of this clause.

(g) *Liability for change of EFT information by financial agent.* The Government is not liable for errors resulting from changes to EFT information provided by the contractor's financial agent.

(h) *Payment information.* The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address in the contract.

(i) *EFT Information.* The contractor shall provide the following information to the designated payment office. The contractor may supply this data for this or multiple contracts (see paragraph (b) of this clause). The Contractor shall designate a single financial agent per contract capable of receiving and processing the EFT information using the EFT methods described in paragraph (c) of this clause. The information required is as follows:

- (1) The contract number;
- (2) The contractor's name and remittance address as stated in the contract(s);
- (3) The signature (manual or electronic, as appropriate), title, and telephone number of the contractor's official authorized to provide this information;
- (4) The name, address, and 9-digit Routing Transit Number of the contractor's financial agent; and
- (5) The contractor's account number and the type of account (checking, saving or lockbox).

(j) The Contractor shall send all EFT information, and any changes to EFT information to the office designated in paragraph (k) of this clause. The Contractor shall not send EFT information to the payment office, or any other office than that designated in paragraph (k). The Government need not use any EFT information sent to any office other than that designated in paragraph (k).

(k) Designated office:

Name:

Architect of the Capital

Accounting Division  
Mailing Address:  
2<sup>nd</sup> and D Streets SW  
Ford House Office Building  
Washington, DC 20515  
Telephone:  
(202) 226-2552  
Facsimile:  
(202) 225-7321

(End of clause)

AOC52.232-9 PAYMENT OF INTEREST ON CONTRACTOR CLAIMS (JUN 2004)

(a) If an appeal is filed by the Contractor from a final decision of the Contracting Officer under the Disputes paragraph of this contract, denying a claim arising under the contract, simple interest on the amount of the claim finally determined owed by the Government shall be payable to the Contractor. Such interest shall be at the rate determined by the Secretary of the Treasury pursuant to Public Law 92-41, 85 Stat. 97, from the date the Contractor furnishes to the Contracting Officer his written appeal under the Disputes paragraph of this contract, to the date of (1) a final judgement by a court of competent jurisdiction, or (2) mailing to the Contractor of a change order, or a supplemental agreement for execution either confirming completed negotiations between the parties or carrying out a decision of a contract appeals board.

(b) Notwithstanding Paragraph (a) above, (1) interest shall be applied only from the date payment was due, if such date is later than the filing of appeal, and (2) interest shall not be paid for any period of time that the Contracting Officer determines the Contractor has unduly delayed in pursuing his remedies before a board of contract appeals or a court of competent jurisdiction.

(End of clause)

AOC52.232-12 ASSIGNMENT - SUPPLEMENT (MAR 2005)

Neither the contract nor any interest therein shall be assigned. However, moneys due or to become due under the contract may be assigned in accordance with the provisions of FAR clause 52.232-23 ASSIGNMENT OF CLAIMS.

(End of clause)

AOC52.233-1 DISPUTES (JUN 2004)

(a) Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Contracting Officer, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Contracting Officer shall be final and conclusive unless, within 30 days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the Contracting Officer a written appeal addressed to the head of the agency involved. The decision of the head of the agency or his duly authorized representative for the

determination of such appeals shall be final and conclusive. This provision shall not be pleaded in any suit involving a question of fact arising under this contract as limiting judicial review of any such decision to cases where fraud by such official or his representative or board is alleged; **provided, however**, that any such decision shall be final and conclusive unless the same is fraudulent or capricious or arbitrary or so grossly erroneous as necessarily to imply bad faith or is not supported by substantial evidence. In connection with any appeal proceeding under this paragraph, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of his appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the contract and in accordance with the Contracting Officer's decision.

(b) This paragraph does not preclude consideration of questions of law in connection with decisions provided for in Paragraph (a) above. Nothing in this contract, however, shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

(End of clause)

AOC52.233-2 CLAIMS FOR EQUITABLE ADJUSTMENTS - WAIVER AND RELEASE OF CLAIMS  
(JUN 2004)

(a) Whenever the Contractor submits a claim for equitable adjustment under any paragraph of this contract which provides for equitable adjustment of the contract, such claim shall include all types of adjustments in the total amounts to which the paragraph entitles the Contractor, including but not limited to adjustments arising out of delays or disruptions or both caused by such change. Except as the parties may otherwise expressly agree, the Contractor shall be deemed to have waived (1) any adjustments to which it otherwise might be entitled under the paragraph where such claims fail to request such adjustments, and (2) any increase in the amount of equitable adjustments additional to those requested in its claim.

(b) Further, the Contractor agrees that, if required by the Contracting Officer, he will execute a release, in form and substance satisfactory to the Contracting Officer, as part of the supplemental agreement setting forth the aforesaid equitable adjustment, and that such release shall discharge the Government, its officers, agents and employees, from any further claims, including but not limited to further claims arising out of delays or disruptions or both, caused by the aforesaid change.

(End of clause)

AOC52.233-3 LIMITATION ON DAMAGES FOR DELAY (JUN 2004)

(a) The Architect shall not be obligated or liable to the Contractor for, and the Contractor hereby expressly waives any claims against the Architect on account of any damages, of any nature whatsoever, which the Contractor, or its subcontractor at any tier may incur as a result of delays, interferences, disruptions, suspensions, changes in sequence or the like arising from or out of any act or omission of the Architect, it being understood and agreed that the Contractor's sole and exclusive remedies in such event shall be a reimbursement of direct costs necessarily incurred as a result of the foregoing causes, and an extension of the contract time, but only in accordance with the provisions of the Contract Documents.

(b) For the purposes of this clause, the term "Damages" shall include all indirect and/or impact costs which

shall include, without limitation: unabsorbed Home Office Overhead (including calculations under the "Eichleay Formula"), Idle Labor and Equipment, Loss of Productivity, and Interest; the term "Damages" shall not include on-site direct costs, which shall include direct labor (superintendence, labor, time-keeping, and clerical work) direct materials and supplies (including material handling), direct equipment, restoration and cleanup, overhead and profit (but only as permitted under the clauses "Changes" and "Changes - Supplement", taxes, insurance, and bonding costs, which will be calculated in accordance with the clauses "Changes" and "Changes - Supplement". Provided, however, that the accounting practice of treating these costs as "direct" shall be in accordance with

- (1) The Contractor's established and consistently followed cost accounting practices for all work; and
- (2) FAR Cost Accounting Cost Principles and Procedures (FAR Part 31).

(c) To the extent that any other provision of this contract provides for the payment of damages, as defined in this clause, to the Contractor and is thus inconsistent with the provisions of this clause, such other provision will be superseded hereby with respect to the issue of damages.

(End of clause)

#### FAR 52.236-5 MATERIALS AND WORKMANSHIP (APR 1984)

(a) All equipment, material, and articles incorporated into the work covered by this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract. References in the specifications to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of the Contracting Officer, is equal to that named in the specifications, unless otherwise specifically provided in this contract.

(b) The Contractor shall obtain the Contracting Officer's approval of the machinery and mechanical and other equipment to be incorporated into the work. When requesting approval, the Contractor shall furnish to the Contracting Officer the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the machinery and mechanical and other equipment. When required by this contract or by the Contracting Officer, the Contractor shall also obtain the Contracting Officer's approval of the material or articles which the Contractor contemplates incorporating into the work. When requesting approval, the Contractor shall provide full information concerning the material or articles. When directed to do so, the Contractor shall submit samples for approval at the Contractor's expense, with all shipping charges prepaid. Machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.

(c) All work under this contract shall be performed in a skillful and workmanlike manner. The Contracting Officer may require, in writing, that the Contractor remove from the work any employee the Contracting Officer deems incompetent, careless, or otherwise objectionable.

(End of clause)



FAR 52.236-9 PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT,  
UTILITIES, AND IMPROVEMENTS (APR 1984)

(a) The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed and which do not unreasonably interfere with the work required under this contract. The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during contract performance, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contracting Officer.

(b) The Contractor shall protect from damage all existing improvements and utilities (1) at or near the work site and (2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. The Contractor shall repair any damage to those facilities, including those that are property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.

(End of clause)

AOC52.236-1 ACCESS TO WORK (JUN 2004)

(a) The Contracting Officer or his representative may visit and inspect the Contractor's plant, without advance notice, at any time during the course of this contract, and he shall be granted every available assistance to facilitate such inspection.

(b) The Contracting Officer and proper members of his staff shall at all times have access to the work, and the Contractor shall provide proper and safe facilities for such access and for inspection.

(End of clause)

AOC52.236-2 OTHER CONTRACTS AND WORK (JUN 2004)

(a) The Contractor shall fully inform himself as to conditions relating to construction and labor under which other work, if any, is being performed, or is to be performed, by or for the Government, by contract or otherwise, where such work may affect or be affected by, operations under this Contract.

(b) Notwithstanding the performance by other parties of work at the site during performance of this contract, the Contractor shall prosecute the work diligently and continuously, and he shall cooperate in every way with such other parties. The Contractor shall give such other parties, to the extent their work is affected by his work, all information necessary for the proper execution of their work, without delay. The Contractor shall so arrange and conduct his work that other parties may complete their work at the site according to schedule. All other work under the instant contract shall be carefully coordinated with work under such other contracts.

(End of clause)

AOC52.236-3      ACCIDENT PREVENTION AND SAFETY AND HEALTH PROGRAMS -  
CONSTRUCTION (SEP 2004)

(a) The Contractor shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others and comply with the safety and health standards published in 41 C.F.R. Part 50-205, including any matters incorporated by reference therein. He shall also be responsible for all materials delivered and work performed until completion and final acceptance of the entire contract work, except for any completed unit thereof which theretofore may have been finally accepted.

(b) *Williams-Steiger Occupational Safety and Health Act.* The Contractor shall also comply in all aspects of the job with the regulations issued by the Secretary of Labor pursuant to the Williams-Steiger Occupational Safety and Health Act of 1970, as set forth in Title 29 of the Code of Federal Regulations. The Contractor shall bring to the attention of the Architect any work encountered which may involve entry into a suspected confined space as defined by OSHA. A determination will be made by the Architect, and if the area is deemed a permit required confined space, additional protective measures will be needed, per OSHA requirements.

(c) *National Fire Protection Association standards.* The Contractor shall comply with all applicable standards of the National Fire Protection Association relative to fire prevention, except to the extent that more exacting requirements are specified or imposed by the Contracting Officer. The Contractor shall keep and properly maintain fire prevention devices at the job site and shall take all possible precautions deemed necessary by the Government representative in charge of the work.

(d) *Protection of property and persons.* (1) The Contractor shall protect all of his material and work at the site, whether incorporated in the work or not, against damage or loss from any cause, and he shall take all necessary precautions against damage to all other work and material on the site. He shall provide and maintain necessary safeguards for protection of his employees, Government employees and the public generally, and he shall take all other proper precautions for their protection against injury. He shall comply with all directives and regulations of the Contracting Officer and other proper authorities relative to the use of public property.

(2) The Contractor shall protect all electric, telephone, computer facilities, water, gas, sewer, steam and other underground utility lines, in sidewalks, streets or other areas in, under or around the site, to the satisfaction of the Contracting Officer, the Government of the District of Columbia, and all other authorities having jurisdiction.

(3) The performance of work at the site by other parties shall not relieve the Contractor from any liability for loss or damage or from his obligations under this contract. No agreement or arrangement between the Contractor and others as to a division or proportionate share of liability for loss or damage incurred, or of the cost of insurance, shall in any way relieve the Contractor of such liability or his obligations under this contract.

(e) The Contractor shall comply with the requirements of FAR 52.236.13, Accident Prevention. In the event that conditions on the site pose an imminent danger or threat to the Contractor's workers, the public, Government employees, other persons, or to Capitol complex structures and property of historical significance, the Contracting Officer can verbally order the Contractor to suspend work operations in the specified area until said conditions are corrected to the Contracting Officer's satisfaction. The Contracting

Officer shall promptly issue a written order to suspend the work to the Contractor formalizing the specifics of the verbal suspension of work.

(f) The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any stop work order issued under this clause.

(End of clause)

#### AOC52.236-4 CUTTING AND PATCHING (JUN 2004)

Prior to initiation of the work operations of either cutting or patching, as a necessary requirement of the work under this contract, of any structural component or of lintels, stair systems, piping, duct work, vessels, equipment and like items in the building, the Contractor shall consult with the Contracting Officer and follow explicitly his directions and stated requirements concerning methods, materials, the manner in which the work is performed, and the level of competence and skill possessed by Contractor's employees, or those of subcontractors, who are proposed to be employed in said cutting and/or patching operations.

(End of clause)

#### AOC52.236-5 CLEANING AND RESTORING (JUN 2004)

(a) The contractor shall remove dirt and debris resulting from the operations under this contract daily.

(b) The Contractor shall, as a condition precedent to the final acceptance of the work, remove from the site of the work all remaining plant, installations, temporary barricades, temporary facilities, equipment, tools, materials, refuse, rubbish and waste, used or accumulated in connection with, but not incorporated in, the work, unless otherwise specified or directed, and he shall leave the buildings, grounds, streets, and all public places occupied by him in a thoroughly clean, neat and satisfactory condition.

(End of clause)

#### AOC52.236-8 SCHEDULING OF WORK (AUG 2004)

(a) The Contractor shall, before commencing work on the contract or another period of time determined by the Contracting Officer, prepare and submit to the Contracting Officer for approval three copies of a practicable schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the several salient features of the work (including acquiring materials, plant, and equipment). The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period. If the Contractor fails to submit a schedule within the time prescribed, the Contracting Officer may withhold approval of partial payments until the Contractor submits the required schedule.

(b) The Contractor shall furnish sufficient forces, construction plant and equipment, and shall work such hours as necessary to insure prosecution of work in accordance with the approved schedule. If, in the opinion of the Contracting Officer, the Contractor falls behind in the scheduled progress, the Contractor shall take such steps as may be necessary to improve its progress, including those that may be required by the

Contracting Officer, without additional cost to the Government. In this circumstance, the Contracting Officer may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant, and to submit for approval any supplementary schedule or schedules in chart form as the Contracting Officer deems necessary to demonstrate how the approved rate of progress will be regained. The provisions of this subparagraph shall not be construed as prohibiting work on Saturdays, Sundays and holidays and, for work performed in the District of Columbia, Presidential Inauguration Day, if the Contractor so elects and if approved.

(c) Failure of the Contractor to comply with the requirements of the Contracting Officer under this clause shall be grounds for a determination by the Contracting Officer that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the contract. Upon making this determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the default terms of this contract.

(End of clause)

#### AOC52.236-9 SCHEDULE OF VALUES (JUN 2004)

(a) The Contractor shall, in accordance with the requirements of the Contracting Officer, prepare and submit for approval a schedule of estimated values of all parts of the work, and shall submit such quantity breakdowns pertinent thereto as the Contracting Officer may deem necessary for the proper checking of partial payment requisitions and for other administrative purposes. The total of the schedule of values shall equal the amount of the contract. The values employed in making this schedule will be used only for determining partial payments; they will not be used as a basis for determining an increase or decrease in the contract price. The listings and subdivisions of this schedule for estimated costs and quantity breakdowns shall be as approved by the Contracting Officer.

(b) The submission and approval of the schedule of values shall be a condition precedent to the making of partial payments.

(End of clause)

#### AOC52.236-10 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (JUN 2004)

(a) The Contractor shall keep on the site of the work a copy of the drawings and specifications, and of approved shop drawings, product data and samples and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, or in case of discrepancy either within the figures, within the drawings, or within the specifications, the matter shall be promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information he considers necessary, unless otherwise provided.

(b) "Shop drawings" means drawings submitted to the Government by the Contractor, subcontractor, any lower tier subcontractor pursuant to a construction contract, showing in detail (1) the proposed fabrication and

assembly of structural elements and (2) the installation (i.e., form, fit, and attachment details) of materials or equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the Contractor to explain in detail specific portions of the work required by the contract.

(c) The Contractor shall submit to the Contracting Officer for approval shop drawings, product data and samples as required under the various sections of this Project Manual. The Contractor shall coordinate all such submittals, and review them for accuracy, completeness, and compliance with contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings, product data, or samples submitted to the Contracting Officer without evidence of the Contractor's approval may be returned for re-submission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the Government's reasons therefor. Any work done before such approval shall be at the Contractor's risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such submittals, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with Paragraph (d) below.

(d) If shop drawings, product data, or samples show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Contracting Officer approves any such variation, the Contracting Officer shall issue an appropriate contract modification, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.

(e) Upon completing the work under this contract, the Contractor shall furnish a complete set of all shop drawings as finally approved. These drawings shall show all changes and revisions made up to the time the equipment is completed and accepted. The Government may duplicate, use, and disclose in any manner and for any purpose shop drawings, product data or samples delivered under this contract.

(f) The provisions of this entire paragraph shall be included in all subcontracts at any tier.

(End of clause)

#### AOC52.236-12 PRODUCT DATA AND SAMPLES (JUN 2004)

(a) Product data shall mean information (e.g., catalog cuts, standard illustrations, drawings, performance charts, data and brochures) pertinent to a particular product, equipment or material required as a part of the work. Product data is required to establish, for the purposes of evaluation and approval, details of the product offered in response to specifications elsewhere in the contract documents. Product data pertains to significant elements such as (1) design; (2) materials; (3) components; (4) performance characteristics; and (5) methods of manufacture, assembly, construction, or operation. The term includes, in addition to the above, the manufacturer's standard printed recommendations for application and use, compliance with recognized standards of trade associations and testing agencies, and the application of their labels and seals (if any).

(b) Samples are physical examples of materials, equipment or workmanship that will be used by the Contracting Officer to establish standards by which the work will be judged.

(c) Samples not subject to destructive tests may be retained by the Contracting Officer until completion of the work; they will then be returned to the Contractor, at his own expense, if he so requests in writing.

(End of clause)

#### FAR 52.242-14 SUSPENSION OF WORK (APR 1984)

(a) The Contracting Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the Government.

(b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of the contract, or (2) by the Contracting Officer's failure to act within the time specified in this contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the contract modified in writing accordingly. However, no adjustment shall be made under this Article for any suspension, delay or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this contract.

(c) A claim under this article shall not be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order), and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

(End of clause)

#### FAR 52.243-4 CHANGES (AUG 1987)

(a) The Contracting Officer may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract, including changes-

- (1) In the specifications (including drawings and designs);
- (2) In the method or manner of performance of this work;
- (3) In the Government-furnished facilities, equipment, materials, services, or site; or
- (4) Directing acceleration in the performance of the work.

(b) Any other written or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; Provided, that the Contractor gives the Contracting Officer written notice stating-

(1) The date, circumstances, and source of the order; and

(2) That the Contractor regards the order as a change order.

(c) Except as provided in this clause, no order, statement, or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.

(d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for an adjustment based on defective specifications, no adjustment for any change under paragraph (b) of this clause shall be made for any costs incurred more than 20 days before the Contractor gives written notice as required. In the case of defective specifications for which the Government is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.

(e) The Contractor must assert its right to an adjustment under this clause within 30 days after (1) receipt of a written change order under paragraph (a) of this clause or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting to the Contracting Officer a written statement describing the general nature and amount of the proposal, unless this period is extended by the Government. The statement of the proposal for adjustment may be included in the notice under paragraph (b) of this clause.

(f) No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract

(End of Clause)

#### AOC52.243-1 CHANGES - SUPPLEMENT (JUN 2004)

(a) *Definitions.* (1) A "change order" is a unilateral contract modification, signed by the Contracting Officer, which describes and identifies a particular change in the requirements as permitted by the FAR clause, 52.243-4, "Changes" and authorizes the contractor to begin performance with the changed requirements. The change order may reference pertinent oral or written directives, provide an adjustment to the contract price and/or time for performance, and direct the contractor to submit a proposal for definitization of the change order.

(2) A "supplemental agreement" is a bilateral contract modification, signed by the contractor and the Contracting Officer, which either authorizes the contractor to begin performance with the changed requirements in accordance with the equitable adjustment agreed to prior to commencement of performance of the changed requirements or definitizes a change order after agreement of an equitable adjustment to the contract.

(3) *Request for Proposal.* A request by the Contracting Officer or his duly authorized representative for the contractor to submit a proposal for requirements contemplated to be changed. Such proposal shall be submitted within the time limit specified in the request and in accordance with the requirements and limitations of this clause.

(b) *Authorization of changes.* All changes to contract requirements will be authorized in writing by the Contracting Officer through one of the following methods:

- (1) A Supplemental Agreement, with the concurrence of the contractor; or
- (2) A unilateral Change Order.

(c) *Submission of proposals and cost breakdowns by the contractor.*

(1) Proposals for changes to the contract requirements shall include a brief description of the change; a breakdown of costs as outlined hereinafter; and a time impact analysis (fragnet).

(2) In considering proposals for changes involving added requirements, omitted requirements, or any combination thereof, the Contracting Officer or his duly authorized representative will make check-estimates in such detail as he deems necessary with the view of arriving at equitable adjustments. With each proposal, the contractor shall submit separately an itemized breakdown as per "Exhibit A" hereof, which shall include, but not be limited to, the following:

- (i) Direct labor costs;
- (ii) Social Security and Unemployment Insurance Taxes;
- (iii) Workmen's compensation and general liability insurance;
- (iv) Direct material quantities and unit prices (separated into trades);
- (v) Construction equipment;
- (vi) Overhead; and
- (vii) Profit.

(3) If the contractor believes that the change in the contract requirements affects the contract period of performance, as required by AOC52.211-5, Commencement, Prosecution, and Completion of Work, of the Supplementary Conditions, appropriate substantiation must be submitted for evaluation/review.

(4) A complete proposal, including breakdown of cost and time impact, shall be submitted by the contractor within the time frame stipulated in calendar days by the Government for each proposed change. Generally, complete proposals shall be submitted by the contractor within 7 calendar days after the contractor receives the request for proposal, although this time frame may be adjusted for more complex or more urgent requirements. Except as provided by an individual contract modification, no payment for a change order will be made until a supplemental agreement has been signed by the contractor and the Contracting Officer. If complete proposals are not received timely, the Contracting Officer, after consultation with his authorized representative, may determine the cost of the change and the time impact and issue a change order based upon this determination with the stipulation that if a supplemental agreement is not negotiated within a reasonable amount of time, this determination will be final and conclusive, subject only to the contractor's rights of



appeal as provided in AOC52.233-1, Disputes, of the General Conditions.

(d) *Allowances for overhead and profit.* (1) The following percentages will be allowed for overhead and profit:

(i) The contractor shall receive, as a percentage of the cost of all work performed by his own organization, an amount not to exceed 10% overhead and not to exceed 10% profit; and

(ii) If subcontractor(s) are involved in the change, a fee in an amount not to exceed 10% as a percentage of the total price of the subcontractor portion of the change.

(iii) Subcontractor(s) to the prime contractor (first tier subcontractor(s)) shall receive, as a percentage of the cost of all work performed by or for it, a total amount not to exceed 10% overhead and not to exceed 10% profit.

(iv) The percentages for fees, overhead, and profit permitted by the above shall be allowed only for the contractor and its first tier subcontractors. Percentages for fees, overhead, and profit in any amount will be not be allowed for subcontractors of any other tier.

(2) Percentages for overhead allowed are deemed to include, but shall not be limited to, the following:

(i) Field Overhead Items.

(A) Trailer;

(B) Storage Facilities;

(C) Contractor's and subcontractor's superintendence;

(D) Construction equipment/tools, except those that are specially required for a specific change;

(E) Utilities;

(F) Contractor's and subcontractor's field office, administrative/support staff;

(G) Cost of preparing record drawing changes, correspondence, etc., relating to the contract;

(H) Job site safety aids; and

(I) Cleaning and maintenance of nuisance debris from jobsite.

(ii) Office Overhead Items for Contractor and Subcontractors.

- (A) Maintenance/operation of principal or branch offices;
- (B) Personnel costs;
- (C) Cost for preparing correspondence, fragnets, etc., relating to the contract; and
- (D) Cost of insurance and bonds, except for insurance costs relating to direct labor, as outlined in "Exhibit A" .

(iii) For changes which include custom items unique to the project and which are fabricated off-site, the fabricator, whether the contractor or a subcontractor at any tier, shall furnish a breakdown of costs associated with the work in the fabricating plant. This breakdown shall include labor, material, equipment and overhead/plant costs in sufficient detail to allow for review by the Contracting Officer or his duly authorized representative. Costs charged to overhead/plant shall be allowable costs for the fabricator, whether he is the contractor or a subcontractor at any tier, provided that the costs claimed are consistent with the provisions of Subpart 31.203 of the Federal Acquisition Regulation (Chapter 1, Title 48, Code of Federal Regulations). An amount not to exceed 10% of the cost of the fabricated item will be allowed for the fabricator's profit. If the fabricator is a subcontractor, the overhead and profit percentages for the contractor and any subcontractor at a higher tier having a contractual relationship with the fabricator shall be allowed in accordance with this clause.

(e) *Changes involving decreases in price.* For changes involving only a decrease in price, the contractor and subcontractors shall return as credit for overhead and profit those same percentages which are allowed for like changes involving increases in price. On changes involving both an increase and a decrease in price, overhead and profit will be allowed only on the net increase.

(f) *Changes involving increases or decreases on basis of contract specified unit prices.* No percentages for overhead and profit will be added to, or deleted from, any unit prices in event of an increase or decrease in the contract requirements on the basis of contractual unit prices.

## EXHIBIT A TYPICAL FORM OF BREAKDOWN FOR PRICE ADJUSTMENT

### SUBCONTRACTORS' BREAKDOWN

Items Involved	Quan- ties	Unit Cost	Equip- ment	Material	Labor	Extensions		Unit Cost
						Totals	Final Totals	
<b>Excavation</b> (Identify)								
• Volume								

• Crane Operator								
• Laborers								
<b>Shoring</b> (Identify)								
• Area								
• Welder								
<b>Subcontractor Total</b>								

#### PRIME CONTRACTOR'S BREAKDOWN

Items Involved	Quantities	Unit Cost	Equipment	Material	Labor	Extensions		Unit Cost
						Totals	Final Totals	
<b>West Wall</b> <b>(Cinder Block)</b>								
• Area								
• Block 8x8x16								
• Mortar								
• Mason								
• Laborer								
Subtotal								
Prime Contractor's Total								
Prime Contractor's Overhead and Profit on Subcontractor								

Total								
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(End of clause)

AOC52.244-1      AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS  
OF THE WORK (JUN 2004)

(a) The Contractor shall perform all work with his own forces, unless written approval is obtained from the Contracting Officer for subcontracting a portion of the work.

(b) In the event the Contractor obtains approval for subcontracting a portion of the work, the following paragraphs shall apply:

(1) Each subcontractor shall be experienced in and capable of performing in a satisfactory manner all work in his speciality, and shall meet the standard of competence hereinbefore established for the Contractor.

(2) Before awarding any subcontracts the Contractor shall submit for approval the names, addresses and qualifications of subcontractors, if any, that he proposes to employ for any branch of the work, and no subcontractor shall be permitted to proceed with any branch of the work until approved. If required, the Contractor shall furnish accurate records, detailed photographs of work performed, and any other information desired in connection with any subcontractor as to whose ability there may exist any doubt in the mind of the Contracting Officer.

(c) The Contractor shall be responsible for all acts of subcontractors employed by him under this contract, and for their compliance with all terms and provisions of the contract applicable to their performance. The Contractor shall continuously coordinate the work of all sub-contractors to assure proper processing and progress of the Work. The Contractor shall require each subcontractor to (1) examine the project schedule, shop drawings and the work of other trades and all sections of the specifications to the extent necessary for satisfactory Installation of his work, and connection between his work and the work of other trades; (2) coordinate his work accordingly; and (3) cooperate with other trades toward timely and satisfactory completion of the entire Work.

(d) Organization of the specifications into sections and subsections and the arrangement of drawings shall not control the Contractor in dividing work among subcontractors or in establishing the extent of work to be performed by any trade.

(e) Nothing contained in the contract documents shall create any contractual relations between any subcontractor and the Government.

(End of clause)

AOC52.245-2      GOVERNMENT-FURNISHED PROPERTY (NOV 2004)

(a) For the purposes of this clause, Government-furnished "property" includes cell phones and telephones,

personal digital assistants, computers (including laptops), electronic devices, services such as network access, tools, furnished space, storage, utilities, furnishings, equipment, and any other item or service provided by the AOC to the contractor.

(b) No AOC equipment or property can be provided under this contract unless specifically negotiated as part of the award price. If, after contract award, it becomes necessary or advisable to issue AOC property to the contractor, the contract price shall be reduced by a reasonable amount that reflects the price the contractor would pay if providing the property.

(c) The Contracting Officer's Technical Representative (COTR) for this contract is responsible for coordinating the issuance and return of Government-furnished property.

(d) Any Government-furnished property provided to the contractor for use during performance of this contract shall be issued to the contractor's representative and recorded on AOC Form 1423, AOC PROPERTY ISSUED TO CONTRACTORS. The contractor's representative shall be responsible for the ensuring the proper care and use of the Government-furnished property, whether used by the contractor representative or another contractor employee. Government-furnished property provided by the AOC can be used only for the conduct of official business on behalf of the AOC. The contractor is specifically prohibited from using AOC-furnished property for personal use or to conduct operations that benefit other Government agency contracts or other contractor activities that do not directly support AOC contracts.

(e) All information technology property that requires interface or connection to the AOC network must be provided by the AOC. The use of non-AOC IT property that requires interface or connection to the AOC network is strictly prohibited.

(f) All contractor employees who require access to the AOC network or who are issued a personal digital assistant must complete and sign the "Non-disclosure Agreement for Contract Employees Conditional Access to Sensitive but Unclassified Information for The Architect of The Capitol" before access will be granted. The COTR is responsible for providing the non-disclosure agreements to the AOC Office of Information Resources Management.

(g) All Government-furnished property shall be returned by the contractor to the COTR in the same condition as issued, with allowances for wear and tear that occurs with reasonable care and use. Failure to return Government-furnished property or the return of Government-furnished property that has not been properly maintained and used may result in a reduction to the contract price that reflects the market replacement value of the property or the market price to repair or restore the property to its condition when issued to the contractor.

(End of clause)

AOC52.246-1      FINAL INSPECTION AND ACCEPTANCE - CONSTRUCTION - SUPPLEMENT  
(SEP 2004)

(a) No inspection or other action of the Government shall be construed to constitute a final acceptance of any portion of the work under this contract until all work under the contract is completed. None of the work under the contract shall be deemed to be finally accepted until the Contractor, upon completion and final inspection

of all work, is notified in writing of final acceptance of work under the contract, or in lieu thereof, until final payment of the final voucher as prescribed in AOC52.232-4, Payments - Construction. The provisions of FAR clause 52.246-12, Inspection of Construction are hereby modified by the provisions of this paragraph with respect to the finality of acceptance of any portion of the work by the Government prior to completion of all work under the contract.

(b) The Contractor shall notify the Contracting Officer, at least 10 days in advance, of the date the work will be fully complete and ready for final inspection. Any additional costs incurred by the Government due to necessary reinspection of work found not ready for final inspection upon the Contractor's notice of completion will be charged to the Contractor and deducted from the contract price.

(End of clause)

#### AOC52.246-6      ADDITIONAL WARRANTY COVERAGE (JUN 2004)

If the Contractor receives from any manufacturer, supplier or subcontractor additional warranty coverage on the whole or any component of the work required by this contract, in the form of time including any pro rata arrangements, or the Contractor generally extends to his commercial customers a greater or extended warranty coverage, the Government shall receive corresponding warranty benefits.

(End of clause)

#### FAR 52.252-2      CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these addresses: [www.gsa.gov](http://www.gsa.gov) or [www.govcon.com](http://www.govcon.com)

<u>CLAUSE TITLE</u>	<u>DATE</u>	<u>FAR NUMBER</u>
GRATUITIES	APR 1984	52.203-3
COVENANT AGAINST CONTINGENT FEES	APR 1984	52.203-5
RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL 1995	52.203-6
AUDIT AND RECORDS - NEGOTIATION	JUN 1999	52.215-2
CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION	SEP 2000	52.222-4
DAVIS-BACON ACT	JUL 2005	52.222-6
WITHHOLDING OF FUNDS	FEB 1988	52.222-7
PAYROLLS AND BASIC RECORDS	FEB 1988	52.222-8
APPRENTICES AND TRAINEES	FEB 1988	52.222-9
COMPLIANCE WITH COPELAND ACT REQUIREMENTS	FEB 1988	52.222-10
SUBCONTRACTS (LABOR STANDARDS)	FEB 1988	52.222-11
CONTRACT TERMINATION - DEBARMENT	FEB 1988	52.222-12
COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS	FEB 1988	52.222-13
DISPUTES CONCERNING LABOR STANDARDS	FEB 1988	52.222-14

CERTIFICATION OF ELIGIBILITY	FEB 1988	52.222-15
EQUAL OPPORTUNITY	APR 2002	52.222-26
AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION	FEB 1999	52.222-27
EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA AND OTHER ELIGIBLE VETERANS	DEC 2001	52.222-35
AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN 1998	52.222-36
EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS ON THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC 2001	52.222.37
DRUG-FREE WORKPLACE	MAY 2001	52.223-6
PATENT INDEMNITY- CONSTRUCTION CONTRACTS	APR 1984	52.227-4
ADDITIONAL BOND SECURITY	OCT 1997	52.228-2
IRREVOCABLE LETTER OF CREDIT	DEC 1999	52.228-14
FEDERAL, STATE AND LOCAL TAXES	APR 2003	52.229-3
ASSIGNMENT OF CLAIMS	JAN 1986	52.232-23
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SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK	APR 1984	52.236-3
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USE AND POSSESSION PRIOR TO COMPLETION	APR 1984	52.236-11
ACCIDENT PREVENTION	NOV 1991	52.236-13
PRE-CONSTRUCTION CONFERENCE	FEB 1995	52.236-26
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GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS)	MAY 2004	52.245-2
INSPECTION OF CONSTRUCTION	AUG 1996	52.246-12
WARRANTY OF CONSTRUCTION	MAR 1994	52.246-21
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ALTERNATE I	SEP 1996	
DEFAULT (FIXED-PRICE) CONSTRUCTION	APR 1984	52.249-10

(End of clause)

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## **SUPPLEMENTARY CONDITIONS**

### **AOC52.201-1 CONTRACTING OFFICER'S AUTHORITY (JUN 2004)**

The Contracting Officer is the only person authorized to make or approve any changes in any of the requirements of this contract, notwithstanding any provision contained elsewhere in this contract. In the event that the Contractor makes any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in costs incurred as a result thereof.

(End of clause)

### **AOC52.201-2 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR) (JUN 2004)**

The Government shall provide the name, address and telephone number of the COTR at the time of contract award and the duties thereby delegated to that person. Any subsequent change to the individual or the individual's responsibilities will be confirmed in writing by the Contracting Officer. In no instance will the COTR be delegated authority to order any change in the contractor's performance which would affect (a) cost or schedule for contracts for services or supplies or cost, or (b) the completion date for intermediate phases or milestones, or overall completion date for contracts for construction.

(End of clause)

### **FAR 52.211-12 LIQUIDATED DAMAGES (SEP 2000)**

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of **\$200.00** for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(End of clause)

### **AOC52.211-5 COMMENCEMENT, PROSECUTION AND COMPLETION OF WORK (SEP 2004)**

(a) All work to be performed under this contract shall be completed within 160 calendar days after the date of contract award. No work under this contract shall be performed on Saturdays, Sundays or Federal holidays and, for work performed in the District of Columbia, Presidential

Inauguration Day, except with prior approval of the Contracting Officer.

(b) Time for completion of the contract work will be adjusted only in accordance with applicable clauses in the GENERAL CONDITIONS (e.g., "Differing Site Conditions", "Changes", "Changes - Supplement", "Suspension of Work").

(End of clause)

#### AOC52.223-5 SPECIAL SECURITY REQUIREMENTS - SERVICES (JUN 2005)

(a) All vehicles, and contents, used by the Contractor or his subcontractors, which enter or leave United States Government property during performance of the work, will be subject to clearance, inspection and identification procedures conducted by the United States Capitol Police. See the attachment entitled "U.S. CAPITOL POLICE NOTICE" for instructions prior to delivery.

(b) All persons entering the Legislative Branch Buildings shall gain access to the building by passing through x-ray screening devices. In addition, all handbags and all hand-carried items shall be screened by x-ray devices prior to their entry into the building.

(c) All personnel provided by the Contractor and employed on the site of the work will be subject to a security background investigation. Each employee will be required to fill out an I.D. Request Form and U.S. Capitol Police Request for check of Criminal History Records and each employee will be photographed and fingerprinted. The Contractor shall provide any assistance required by any of its employees in completing the forms.

(d) Prior to commencement of work, the contractor and all designated on-site employees will be required, on a one-time basis, to be fingerprinted in Washington D.C. The location for the Electronic Fingerprinting Service is the U.S. Capitol Hill Police Headquarters, 119 D Street, N.E.

(e) Within seven (7) calendar days after the date of contract award, the Contractor shall submit to the Contracting Officer's Technical Representative (COTR) a list of all employees proposed to be employed on this contract. This list shall include the employee's full name, date of birth and social security number.

(f) While security background investigations are in process, the Contractor's employees must not be granted access to the Capitol Hill complex to perform work or provide services for the AOC unless they are escorted by an AOC staff member. "Escorted" is defined to mean that the AOC staff member will remain with the employee(s) **at all times** during the performance of the work. Any of the Contractor's employees who are perceived by the Contracting Officer as a security risk as a result of evidence discovered in the background security investigation, will not be issued an Identification Card, will be denied access to the site of the work, and the Contractor will be directed to remove such employee from performance of any of the contract work, whether it be on or off the work site. Any contractor employee denied access to the site of work on a contract or task/delivery order as a result of a security investigation may not apply for access to

any other AOC/U.S. Supreme Court contract or task/delivery order work site.

(g) An identification card, with photograph, will be prepared for each employee of the Contractor requiring access to the site. The identification card shall be dated to indicate the period of time for which it is to remain valid - from the date the employee reports for duty until the applicable date which occurs first: the expiration of the contract, or the last date of the employee's tour of duty with the Contractor.

(h) All persons entering the Legislative Branch Buildings shall gain access to the building by passing through a magnetometer. In addition, all handbags and all hand-carried items shall be screened by x-ray devices prior to their entry into the building.

(i) The Contractor is fully responsible to return:

(1) The ID badge of any individual employee, including subcontractor personnel, who is removed for any reason including but not limited to illness, or dismissal;

(2) The ID badges of all contractor employees, including subcontractor personnel, whose performance under the contract is completed in advance of final contract job completion; and

(3) All outstanding ID badges issued for the contractor and its employees, including subcontractor personnel, within 24 hours of on site contract job completion.

(j) ID badges are to be hand delivered by the contractor within 24 hours of any of the events listed under (f) above to the Contracting Officer's Representative.

(End of clause)

#### AOC52.223-8 DELIVERY VEHICLE INSPECTION REQUIREMENTS (SEP 2004)

(a) All vehicles and contents used by the Contractor or his subcontractors which enter or leave United States Government property during performance of work under this contract will be subject to clearance, inspection, and identification procedures conducted by the United States Capitol Police.

(b) *Mobile Vehicle and Cargo Inspection System (Mobile VACIS).* All delivery vehicles carrying fuel, garbage, or similar cargo that cannot be offloaded for inspection and security screening shall utilize the Mobile VACIS located at Third and Pennsylvania Avenue, NW, Washington, DC, for inspection prior to making deliveries to any building within the Capitol Complex, including, but not limited to, the U.S. Capitol Building; the U.S. Botanic Garden; the Hart, Dirksen, and Russell Senate Office Buildings; the Rayburn, Longworth, Cannon, and Ford House Office Buildings; the Thomas Jefferson, John Adams, and James Madison Memorial Library of Congress buildings; the Capitol Power Plant; the Capitol Visitors Center; and the U.S.

Supreme Court and Thurgood Marshall Federal Judiciary Buildings.

(1) For deliveries requiring Mobile VACIS inspection, within seven calendar days or prior to the first delivery, the contractor shall provide the following information to the U.S. Capitol Police:

- (i) List of drivers;
- (ii) Date of birth for each driver;
- (iii) Social Security Number of each driver;
- (iv) Vehicle make;
- (v) Vehicle model;
- (vi) License tag number and state where vehicle is licensed;
- (vii) Color of vehicle; and
- (viii) Contractor name, if shown on the vehicle.

(2) Information for deliveries made through the Mobile VACIS unit must be faxed to (202) 228-4313. For verification of receipt, the contractor may call (202) 224-9728.

(3) Updates to the above information for Mobile VACIS deliveries must be sent to the U.S. Capitol Police throughout the period of performance of the contract.

(c) *40 P Street SE inspection facility.* All other vehicles making deliveries to the above listed locations except for the Thomas Jefferson, John Adams, and James Madison Memorial Library of Congress buildings and the U.S. Supreme Court shall utilize the off-site inspection and screening facilities at 40 P Street, SE, in compliance with instructions as provided elsewhere in this contract.

(End of clause)

AOC52.236-11 SUBMITTALS (JUN 2004)

(a) The Contractor shall deliver all required submittals within the times specified elsewhere in this contract. Unless specifically stated otherwise, four (4) sets of each item shall be delivered by the contractor to the Contracting Officer's Technical Representative. An in-depth description of these submittals can be found in the appropriate technical sections of the specification. Any Schedule of Work prepared shall reflect delivery of these items. Failure to provide timely delivery of these submittals may be considered to be grounds for termination for default.

(b) The Government will review the submittals and either approve them as submitted, or mark required changes on them. If changes are required, the Contractor shall deliver revised submittals for approval by the Government which incorporate all of the required changes within two weeks after receipt by the Contractor of the marked-up submittals.

(End of clause)

END OF SUPPLEMENTARY CONDITIONS

**REPRESENTATIONS, CERTIFICATIONS,  
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**REPRESENTATIONS, CERTIFICATIONS,  
AND OTHER STATEMENTS OF OFFERORS**

FAR 52.203-2      CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a)      The offeror certifies that -

(1)      The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to –

(i)      Those prices;

(ii)     The intention to submit an offer; or

(iii)    The methods or factors used to calculate the prices offered;

(2)      The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3)      No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b)      Each signature on the offer is considered to be a certification by the signatory that the signatory -

(1)      Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; or

(2)(i)   Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision

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*[insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];*

(ii)      As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies paragraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of provision)

#### FAR 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) *Definitions.* "Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) *Taxpayer Identification Number (TIN).*

\_\_\_\_\_ TIN: \_\_\_\_\_.

\_\_\_\_\_ TIN has been applied for.

\_\_\_\_\_ TIN is not required because:

\_\_\_\_\_ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

\_\_\_\_\_ Offeror is an agency or instrumentality of a foreign government;



\_\_\_\_\_ Offeror is an agency or instrumentality of a Federal government;

(e) *Type of organization.*

\_\_\_\_\_ Sole proprietorship;

\_\_\_\_\_ Partnership;

\_\_\_\_\_ Corporate entity (not tax-exempt);

\_\_\_\_\_ Corporate entity (tax-exempt);

\_\_\_\_\_ Government entity (Federal, State, or local);

\_\_\_\_\_ Foreign government

\_\_\_\_\_ International organization per 26 CFR 1.6049-4;

\_\_\_\_\_ Other \_\_\_\_\_

(f) *Common Parent.*

\_\_\_\_\_ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

\_\_\_\_\_ Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

(End of provision)

AOC52.204-2 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUN 2004)

(a) The offeror shall enter, in the space provided below, the DUNS number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.

(b) If the offeror does not have a DUNS number, it should contract Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name,
- (2) Company address;
- (3) Company telephone number;
- (4) Line of business;
- (5) Chief executive officer/key manager;
- (6) Date the company was started;
- (7) Number of people employed by the company; and
- (8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet home page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at [globalinfo@mail.dnb.com](mailto:globalinfo@mail.dnb.com).

(d) Enter DUNS number:\_\_\_\_\_.

(End of provision)

#### AOC52.204-3 REPRESENTATIONS AND CERTIFICATIONS (NOV 2004)

The offeror shall properly execute and submit with its offer the Representations and Certifications contained herein. Insert information in spaces provided as applicable.

(End of provision)

#### AOC52.215-8 AUTHORIZED NEGOTIATORS (JUN 2004)

The offeror represents that following persons are authorized to negotiate on its behalf with the Government in connection with this Request for Proposal:

_____ <u>Name</u>	_____ <u>Title</u>
<u>Telephone:</u> _____	<u>E-Mail:</u> _____

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_____ <u>Name</u>	_____ <u>Title</u>
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**Telephone:** \_\_\_\_\_

**E-Mail:** \_\_\_\_\_

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**Name** \_\_\_\_\_

**Title** \_\_\_\_\_

**Telephone:** \_\_\_\_\_

**E-Mail:** \_\_\_\_\_

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(End of provision)

END OF REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF  
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## SOLICITATION CONDITIONS

### FAR 52.211-6 BRAND NAME OR EQUAL (AUG 1999)

(a) If an item in this solicitation is identified as “brand name or equal,” the purchase description reflects the characteristics and level of quality that will satisfy the Government’s needs. The salient physical, functional, or performance characteristics that “equal” products must meet are specified in the solicitation.

(b) To be considered for award, offers of “equal” products, including “equal” products of the brand name manufacturer, must—

(1) Meet the salient physical, functional, or performance characteristic specified in this solicitation;

(2) Clearly identify the item by—

(i) Brand name, if any; and

(ii) Make or model number;

(3) Include descriptive literature such as illustrations, drawings, or a clear reference to previously furnished descriptive data or information available to the Contracting Officer; and

(4) Clearly describe any modifications the offeror plans to make in a product to make it conform to the solicitation requirements. Mark any descriptive material to clearly show the modifications.

(c) The Contracting Officer will evaluate “equal” products on the basis of information furnished by the offeror or identified in the offer and reasonable available to the Contracting Officer. The Contracting Officer is not responsible for locating or obtaining any information not identified in the offer.

(d) Unless the offeror clearly indicates in its offer that the product being offered is an “equal” product, the offeror shall provide the brand name product referenced in the solicitation.

(End of provision)

### AOC52.215-1 INSTRUCTIONS TO OFFERORS (FEB 2005)

(a) *Definitions.* As used in this provision --

“Proposal modification” is a change made to a proposal before the solicitation’s closing date and time, or made in response to an amendment, or made to correct a mistake at any time before

award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

“Time,” if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays, including Presidential Inauguration Day. However, if the last day falls on a Saturday, Sunday, or legal holiday, including Presidential Inauguration Day, then the period shall include the next working day.

(b) Offerors are expected to examine the entire solicitation and all instructions. Failure to do so will be at the offeror’s risk. Each offeror shall furnish the information required by the solicitation. The offeror will be held responsible for full knowledge of all information contained therein.

(c) *Packaging, transmission, and tracking of proposals.* (1) Proposals, modifications, and revisions shall be enclosed, in the quantities specified elsewhere in this solicitation, in sealed envelopes. With each copy of the form entitled “SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)”, enclose the completed Schedule page, Bid Guarantee, if required, and Representations and Certifications. Address envelopes to: Architect of the Capitol, Procurement Division, Ford House Office Building, Attn: Nichele C. Robinson, Room H2-263 Bid Room, Second and “D” Streets, S.W., Washington, DC 20515. Offeror shall place the OF-17, Offer Label, on the exterior of the package on the same side as the address, or write “Bid Documents Enclosed”, “H2-263 Bid Room”, and write the solicitation number, time and date for receipt of offers on the exterior of the package on the same side as the address. Telegraphic or facsimile proposals and modifications will not be considered.

(2) Current security requirements established by the U.S. Capitol Police to screen mail being delivered to the U.S. Capitol Complex of buildings preclude the use of U. S. Postal Service by offerors to deliver their proposals submitted in response to this solicitation. In addition, because all packages must be screened for security purposes at a central location prior to their delivery, the Architect of the Capitol cannot accept packages containing offers hand carried directly to the Bid Room address within the Ford House Office Building, or any other location in the U.S. Capitol Complex of buildings. **See “Notice for Delivery” on the front of the solicitation.**

(3) To assist in tracking of proposals, offerors are requested to fax a copy of their signed “Solicitation, Offer and Award” form as well as a copy of the FEDEX or UPS receipt to Nichele C. Robinson to (202) 225-3221 at the time of the issuance of their proposal.

(4) The only acceptable method by which offerors can deliver their responses to this solicitation shall be via Federal Express (FEDEX) or United Parcel Service (UPS). Offers submitted via any other method will be rejected. **OFFERORS - DO NOT MAIL YOUR OFFER BY REGULAR U.S. MAIL.** See notice attached to this solicitation for special instructions.

(d) *Submission, modification, revision, and withdrawal of proposals.* (1) Offerors are

responsible for submitting proposals and any modifications or revisions so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m. local time, for the designated Government office on the date that the proposal or revision is due. For the purposes of determining timeliness, the designated Government office is defined as the Pitney Bowes Management Services Capitol Heights Mail Facility at 9140 East Hampton Drive, Capitol Heights, Maryland 20743.

(2) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is “late” and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would no unduly delay the acquisition, and-

(i) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals;

(ii) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of proposals and was under the Government’s control prior to the time set for receipt of proposals; or

(iii) It is the only proposal received.

(3) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(4) Acceptable evidence to establish the date of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(5) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of proposals by the exact time specified in the solicitation and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(6) Proposals may be withdrawn by written notice received at any time before award. Proposals may be withdrawn in person by an offeror or an authorized representative if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(End of provision)

## AOC52.215-2 INTERPRETATIONS AND AMENDMENTS (JUN 2004)

(a) Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing no later than fourteen calendar days prior to the date established for receipt of offers. Oral explanations or instructions given before the award of a contract will not be binding.

(b) Prospective offerors shall request the Contracting Officer, in writing, via FAX or e-mail for an interpretation or correction of any ambiguity, inconsistency, or error in the contract documents which they may discover or which should have been discovered by a reasonably prudent offeror. Such requests or objections to materials or methods of construction shown or specified shall be directed to the attention of the Contracting Officer at least seven (7) calendar days prior to the date specified for receipt of proposals. Written requests shall be transmitted via e-mail to [nrobinson@aoc.gov](mailto:nrobinson@aoc.gov) or via facsimile to (202) 225-3221.

(c) Any interpretations or corrections, as well as any additional modifications the Contracting Officer may desire to include, will be in the form of amendments, in writing, which will be sent on the same date to all offerors if that information is necessary in submitting offers or if the lack of it would be prejudicial to other prospective offerors and shall become a part of any subsequent contract. The Contracting Officer reserves the right to answer only such questions as have, in his opinion, a definite bearing upon the proposals to be submitted.

(1) Offerors shall acknowledge the receipt of all amendments to the solicitation by:

(i) Signing and returning the amendment;

(ii) Identifying the amendment number and date in the space provided for this purpose on the form for submitting a offer;

(iii) Letter or telegram; or

(iv) Facsimile, if facsimile offers are authorized in the solicitation.

(2) The Government must receive the acknowledgment by the time and at the place specified for receipt of offers.

(d) Requests for oral interpretations or any other interpretations not made by amendments will not be accepted, and any information that may possibly be gained by offerors in that manner is gratuitous and not binding.

(e) If this solicitation is amended, all terms and conditions that are not amended remain unchanged.

(End of provision)



#### AOC52.215-3 RESTRICTION ON DISCLOSURE AND USE OF DATA (JUN 2004)

Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall—

- (a) Mark the title page with the following legend:  
“This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with--the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government’s right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets (insert numbers or other identification of sheets)”;
- (b) Mark each sheet of data it wishes to restrict with the following legend:  
“Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.”

(End of provision)

#### AOC52.215-5 CONTRACT AWARD - SOURCE SELECTION PROCEDURES (JUN 2004)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, cost or price and other factors, specified elsewhere in this solicitation, considered.

(b) The Government may—

- (1) Reject any or all offers if such action is in the public interest;
- (2) Accept other than the lowest offer; and
- (3) Waive informalities and minor irregularities in offers received.

(c) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror’s

initial proposal should contain the offeror’s best terms from a price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(d) The Government may accept any item or combination of items, unless doing so is precluded by a restrictive limitation in the solicitation or the offer.

(e) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer as provided in Paragraph (d) of this provision), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the Government.

(f) Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract. However, if the resulting contract contains a clause providing for price reduction for defective cost or pricing data, the contract price will be subject to reduction if cost or pricing data furnished is incomplete, inaccurate, or not current.

(g) The Government may determine that an offer is unacceptable if the prices proposed are materially unbalanced between line items or sub line items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(End of provision)

#### AOC52.215-7 PREPARATION OF PROPOSALS - CONSTRUCTION (JUN 2004)

(a) Offers shall be submitted, in the quantities as stated elsewhere in this solicitation, on the accompanying printed form entitled, "SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)" and copies thereof, with blank spaces suitably filled in. Erasures or other changes on any or all submissions shall be initialed by the signer of the offer.

(b) Copies of the offer shall be identical and each copy shall give the full business address of the offeror, and be signed by him (see Block 20B of the form entitled, "SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)") with his usual signature. Offer by partnerships shall furnish the full names of all partners, and shall be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing. Offers by corporations shall be signed with the legal name of the corporation, followed by the name of the State of incorporation and by the signature and designation of the president, secretary, or other person authorized to bind it in the matter. The name of each person signing shall be typed or printed below the signature. An offer by a person who affixes to his signature the word "president", "Secretary", "agent", or other designation, without disclosing his principal, may be held to be the offer of the individual signing. When requested by the Government, satisfactory evidence of the authority of the offer signing in behalf of the corporation shall be furnished.

(End of provision)

#### AOC52.215-9 FAILURE TO SUBMIT OFFER (JUN 2004)

Recipients of this solicitation not responding with a proposal should not return this solicitation, unless it specifies otherwise. Instead, they should advise the issuing office by letter, postcard, or established electronic commerce methods, whether they want to receive future solicitations for similar requirements. If a recipient does not submit a proposal and does not notify the issuing office that future solicitations are desired, the recipient's name **will** be removed from the applicable mailing list.

(End of provision)

#### FAR 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a firm-fixed-price contract resulting from this solicitation.

(End of provision)

#### FAR 52.225-10 NOTICE OF BUY AMERICAN ACT REQUIREMENT-- CONSTRUCTION MATERIALS (MAY 2002)

(a) *Definitions.* "Construction material", "domestic construction material", and "foreign construction material", as used in this provision, are defined in the clause of this solicitation entitled "Buy American Act - Construction Materials (Federal Acquisition Regulation (FAR) clause 52.225-9).

(b) *Requests for determination of inapplicability.* An offeror requesting a determination of inapplicability of the Buy American Act should submit the request to the Contracting officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-9 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American Act before submitting its offer or has not received a response to a previous request, the offeror shall include the information and supporting data on the offeror.

(c) *Evaluation of offers.* (1) The Government will evaluate an offer requesting exception to the requirements of the Buy American Act based on claimed unreasonable cost of domestic construction material, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(3)(i) of the clause at FAR 52.225-9.

(2) If the evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable costs.

(d) *Alternate offers.* (1) When an offer includes foreign construction material not listed by the Government in this solicitation in paragraph (b)(2) of the clause at FAR 52.225-9, the offeror

may also submit an alternate offer based on use of equivalent domestic construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of the clause at 52.225-9 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of the clause at 52.225-9 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the offeror shall be required to furnish such domestic construction material. An offer based on use of the foreign construction material for which an exception was requested--

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

(End of provision)

#### AOC52.228-1 OFFER GUARANTEE (JUN 2004)

(a) Failure to furnish an Offer Guarantee in the required form and amount, with and as a part of the proposal, will be cause for rejection of the proposal.

(b) The offeror shall furnish an Offer Guarantee of not less than 20% of the proposed price in the form of a firm commitment consisting of a Bid Bond, Certified Check, Cashier's Check, Irrevocable Letter of Credit, or Postal Money Order made payable to the Architect of the Capitol, or, under Treasury Department Regulations, certain bonds or notes of the United States. The Contracting Officer will return Offer Guarantees, other than Bid Bonds, (1) to unsuccessful offerors as soon as practicable after evaluation of the proposals; and (2) to the successful offeror upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the offer as accepted.

(End of provision)

#### AOC52.236-13 VISIT TO THE SITE OF THE WORK - CONSTRUCTION (JUN 2004)

(a) It is strongly recommended that all prospective offerors visit the site where the work is to be performed, compare the work requirements with existing conditions, verify dimensions, if necessary, and fully inform themselves regarding the nature and scope of the proposed work and the conditions under which it will be conducted. Offerors shall also inform themselves regarding other work, if any, being done or to be done by or for the United States government, the District of Columbia government and utility companies, by contract or otherwise, where such work may affect or be affected by the operations under the contract. Failure to take these precautions will in no way relieve the successful offeror from his obligation to furnish all materials, services,

labor, and any other requirements necessary to complete the work satisfactorily under the conditions established by the contract documents and without additional expense to the Government.

(b) A pre-proposal meeting will be conducted at the Dirksen Senate Office Building, 1<sup>st</sup> and Constitution Ave., NE , Washington, D.C., Room SDG45, for all prospective offerors on Tuesday, October 25, 2005 at 10:30 am, local time.

(c) The Architect will conduct one field inspection of the work immediately following the pre-proposal meeting. Those intending to participate shall meet at the address above. Information concerning the meeting may be obtained by telephoning Nichele C. Robinson at (202) 226-1947.

(d) Offerors are encouraged to submit all questions in writing at least five (5) working days prior to the conference. Questions will be considered at any time prior to or during the conference; however, offerors will be asked to confirm verbal questions in writing. Subsequent to the conference, an amendment to the solicitation containing an abstract of the questions and answers, and a list of attendees, will be disseminated.

(e) Offerors are cautioned that, notwithstanding any remarks or clarifications given at any site visit, the pre-proposal conference or field inspection, all terms and conditions of the solicitation remain unchanged unless they are changed by amendment to the solicitation. If the answers to conference questions, or any solicitation amendment, create ambiguities, it is the responsibility of the offeror to seek clarification prior to submitting a offer.

(End of provision)

END OF SOLICITATION CONDITIONS

## **SOLICITATION ARTICLES**

### TABLE OF CONTENTS

<b><u>ARTICLE NUMBER</u></b>	<b><u>ARTICLE NAME</u></b>
1.	PROPOSAL COMPOSITION
2.	INSTRUCTIONS FOR PREPARING THE TECHNICAL PROPOSAL
3.	INSTRUCTIONS FOR PREPARING THE PRICE PROPOSAL
4.	EVALUATION CRITERIA

## **SOLICITATION ARTICLES**

### **ARTICLE 1. PROPOSAL COMPOSITION - SOURCE SELECTION PROCEDURES**

(a) Proposals shall be submitted in two major subdivisions: Technical Proposal whose content and arrangement shall be as described in the article, "INSTRUCTIONS FOR PREPARING THE TECHNICAL PROPOSAL - SOURCE SELECTION PROCEDURES" of this section, and a Price Proposal, which shall be prepared in detail on a basis as described and set forth in the article entitled, "INSTRUCTIONS FOR PREPARING THE PRICE PROPOSAL - SOURCE SELECTION PROCEDURES" of this section.

(b) The Technical Proposal and the Price Proposal portions of each proposal tendered by any offeror shall each be enclosed in a separate sealed package, identified on its outer surface as to content in the manner prescribed in the article entitled "SUBMISSION, MODIFICATION, REVISION, AND WITHDRAWAL OF PROPOSALS" of this section and submitted in the following number of copies:

(1) Technical Proposal - One original and two (2) copies.

(2) Price Proposal - One original and one (1) copy.

(c) Each offeror may submit one or more proposals; however, each proposal shall be configured as described above, shall be considered on its own merits as to the completeness of submission and shall not share required documentation, bonding, or other requirements of submission with any other proposal submitted by the same offeror.

(End of article)

### **ARTICLE 2. INSTRUCTIONS FOR PREPARING THE TECHNICAL PROPOSAL - SOURCE SELECTION PROCEDURES - CONSTRUCTION**

(a) The Technical Proposal shall be organized in accordance with the following format to facilitate evaluation by the Government. The Technical Proposal shall be subdivided into three (3) subsections: Corporate Experience, Personnel Qualifications and Past Performance; indexed by evaluation factor and contained in three ring binders, binder clips, rings, or other methods that allow the material to be viewed and removed easily. Spiral binding is strongly discouraged.

(b) Evaluation factors.

(1) *Evaluation Factor 1 - Corporate/Subcontractor Experience:* The Offeror shall provide a short narrative describing the firm's and its proposed subcontractors' relevant experience installing automatic fire pump systems of similar size and type as that specified in the Statement of Work. In addition, the offeror must demonstrate that they have successfully completed at least two (2) automatic fire pump system installations during the last 3 years. The offeror and its subcontractor(s),

shall certify that each system has performed satisfactorily for a period of not less than one year. Provide names and phone numbers of client references along with the following:

- A. Project, location
- B. Contracting Agency/Owner/Point of Contract/Phone Number
- C. Date of award and completion date(s)
- D. Key personnel/subcontractors involved and their specific experience
- E. Brief description of project and how it is relevant to this project
- F. Project cost estimate and actual cost of project
- G. Project schedule, projected and actual for relevant projects

(2) *Evaluation Factor 2 - Personnel Qualifications:* The Government will evaluate the number of years, extent, and degree of formal education, training and relevant experience of individuals designated by the offeror and/or its subcontractor(s) for the labor categories below. Resumes must be submitted for all proposed personnel for the labor categories below. All proposed personnel must meet the following minimum requirements:

A. NICET Technician (Level III/IV), Registered Fire Protection Engineer, or Registered Professional Engineer

- 1. Must have at least three (3) years of verifiable experience in fire protection design.

B. Certified Sprinkler Contractor or Specialist

- 1. Must have at least three (3) years of verifiable experience in the design and installation of automatic fire protection systems.

(3) *Evaluation Factor 3 - Past Performance:* Although the Government reserves the right to use any source of information available on the Offeror's past performance to either evaluate past performance or verify information provided by the Offeror, the Offeror shall provide information that demonstrates the offeror's past performance. The enclosed "AOC PAST PERFORMANCE QUESTIONNAIRE" shall be provided to each of the companies/agencies submitted by the offeror in response to Evaluation Factor 1. The questionnaire(s) must be faxed by the companies/agencies to the attention of Nichele C. Robinson at (202) 225-3221 or (202) 226-7056 by the date established for receipt of offers in order to be considered in the evaluation process. A neutral rating will be applied for those projects/contracts for which a questionnaire is not received.

### **ARTICLE 3. INSTRUCTIONS FOR PREPARING THE PRICE PROPOSAL - SOURCE SELECTION PROCEDURES - CONSTRUCTION**

(a) A firm fixed-price shall be entered by each offeror on the Schedule page for each line item (line item pricing, options, and unit prices) which shall represent the cost for performing the work required by this Request for Proposal. The Architect reserves the right to request from each offeror information regarding the breakdown of all costs that are included in the lump sum price (Line Item No. 001 or 002), to include copies of all work sheets used in forming the proposed pricing. Erasures or other changes on any or all submissions shall be initialed by the signer of the



proposal or by his duly authorized agent.

(b) The Price Proposal shall be submitted with the following required documents in the order shown below:

- (1) “SOLICITATION, OFFER, AND AWARD” form (original signature required in Block 20B);
- (2) The “SCHEDULE” page;
- (3) the “REPRESENTATIONS AND CERTIFICATIONS”; and
- (4) the “BID GUARANTEE”

#### **ARTICLE 4. EVALUATION CRITERIA - SOURCE SELECTION PROCEDURES - CONSTRUCTION**

*General Requirements.* The evaluation criteria to be used by the Contracting Officer for the selection of a contractor to perform the work specified herein are defined below. The criteria are divided into Technical and Price categories. The Technical Evaluation Criteria, when combined, are significantly more important than price. However, as the difference in technical merit between the proposals becomes less significant, the relative importance of the proposed prices will increase.

(a) *Technical Evaluation Criteria.* The criteria to be used in assessing the quality of each proposal are listed below. The criteria are listed in descending order of importance.

- (1) Contractor/Subcontractor Experience - The offeror’s and its proposed subcontractor’s experience will be evaluated to determine the extent of its experience relevant to this requirement during the last three (3) years.
- (2) Personnel Qualifications - The Government will evaluate the number of years, extent, and degree of formal education, training and relevant experience of individuals designated by the offeror fulfill the labor categories listed in Article 2.B.2 of the Solicitation Articles. The resumes of personnel proposed by offeror will be evaluated to determine the level of their qualifications to perform the duties required by this solicitation. The resumes will also be evaluated to determine: (1) how they meet the minimum requirements Article 2.B.2 of the Solicitation Articles, and (2) the extent of successful participation in similar projects within the past three years, taking into consideration degree of client satisfaction for each project.
- (3) Past Performance - The offeror’s past performance will be evaluated to determine the extent of successful completion of similar projects within the past three years, taking into consideration timeliness, satisfactory system performance for a period of at least one year and degree of client satisfaction for each project.

(b) *Price Evaluation Criteria.* The Government will evaluate the price proposals of all firms found technically qualified. Price criterion measures not only actual dollars but also analyze the realism and reasonableness of the offeror's proposed price.

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# **VOLUME I I**

# **TECHNICAL**

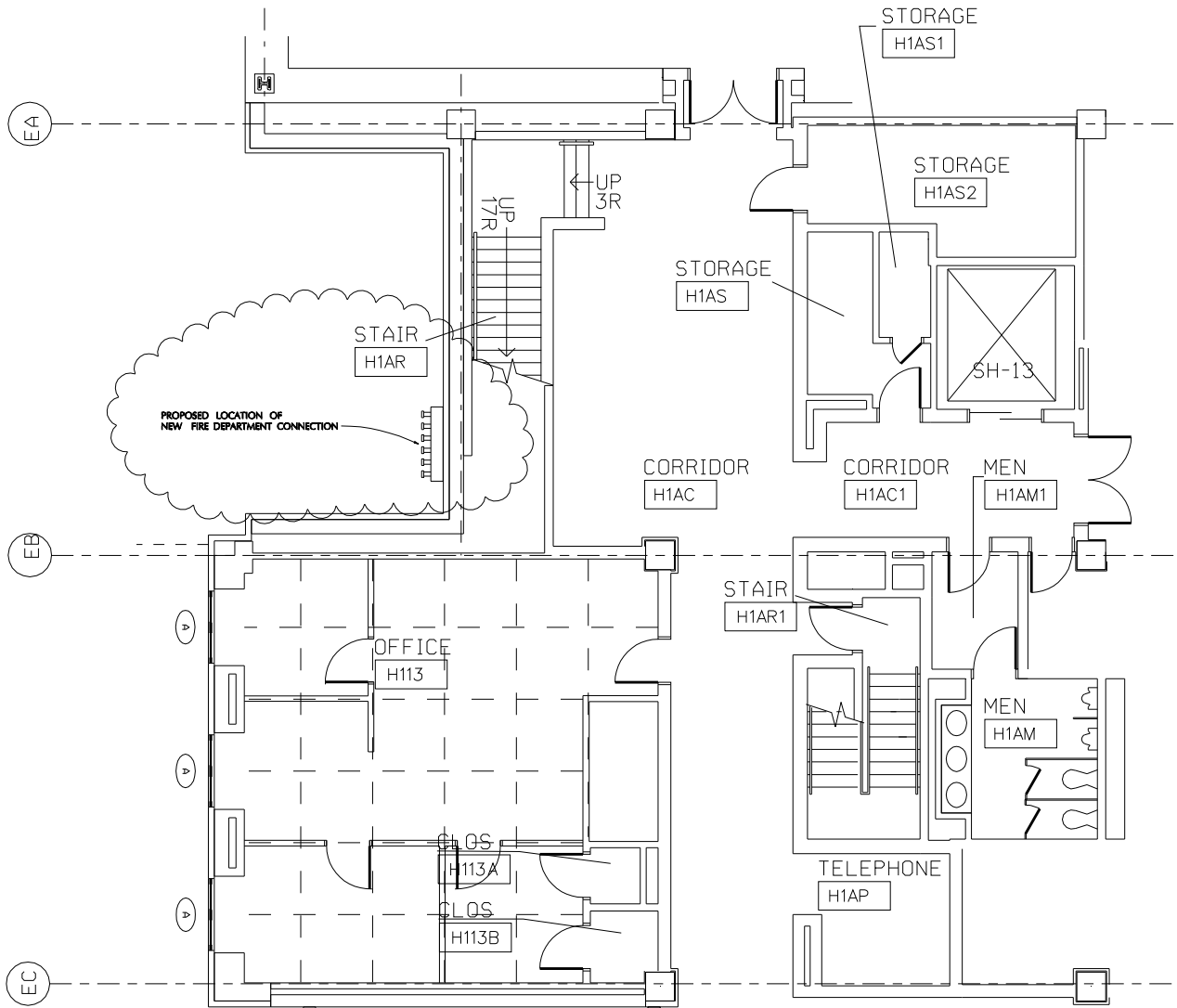
**PART 1 - GENERAL****1.1 DRAWING TITLES:**

- (a) The drawings entitled “Fire Pump Room Renovation” prepared by Alan M. Hantman, FAIA, Architect of the Capitol, dated 06/09/05, as listed below from a part of the Contract Documents.
- (b) The Contractor shall not scale the drawings but shall verify drawing dimensions and take additionally required dimensions at the site.
- (c) The Contractor will be furnished, free of charge, not more than two (2) sets of the contract drawings.

**PART 2 - DRAWINGS LIST****2.1 GENERAL**

<b>Number</b>	<b>Title</b>
F101	Fire Pump Test Header Location First Floor SE
F102	Fire Pump Room Fire Pump Layout Ground Floor SE

CONSTITUTION AVENUE



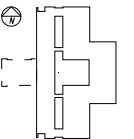
HART BUILDING - 1ST FLOOR - SE CORNER



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NO. DESCRIPTION DATE

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UNITED STATES GOVERNMENT  
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Properly destroy documents  
when no longer needed.

REVISION



RECOMMENDED FOR APPROVAL

DIRECTOR OF ARCHITECTURE

DIRECTOR OF ENGINEERING

ALAN M. HANTMAN, FAIA  
ARCHITECT OF THE CAPITOL

PROJECT NAME

HART SENATE  
OFFICE BUILDING

PROJECT TITLE

FIRE PUMP ROOM  
RENOVATION

PROJECT TYPE

FIRE PUMP TEST  
HEADER LOCATION  
FIRST FLOOR SE

DATE

1/4" = 1'-0"

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REVISION

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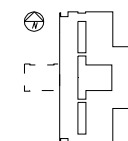
F101



REVISIONS		
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RECOMMENDED FOR APPROVAL

DIRECTOR OF ARCHITECTURE

DIRECTOR OF ENGINEERING

ALAN M. HANTMAN, FAIA  
ARCHITECT OF THE CAPITOL

DESIGN TITLE

HART SENATE  
OFFICE BUILDING

PROJECT TITLE

FIRE PUMP ROOM  
RENOVATION

DESIGN TITLE

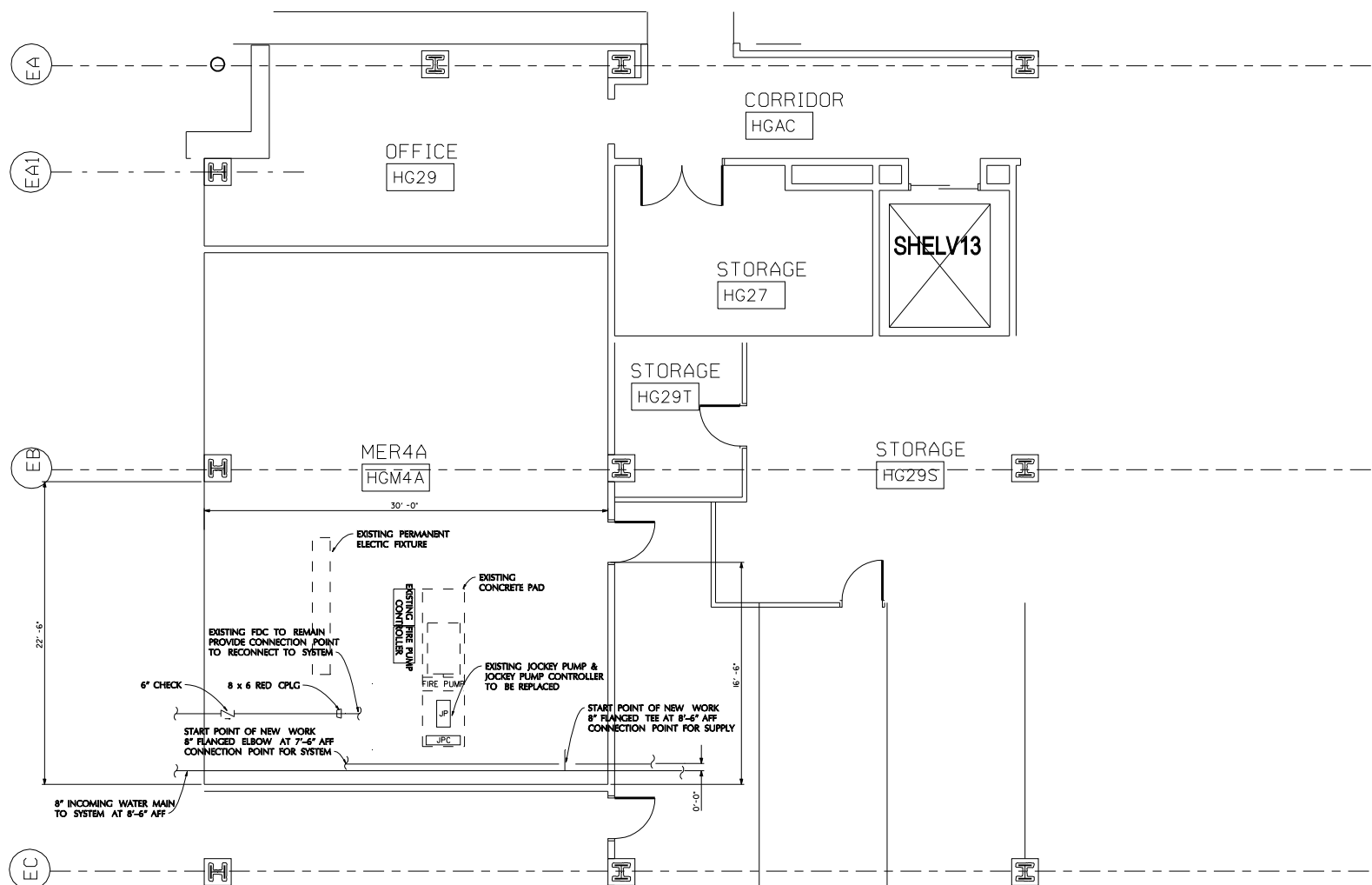
FIRE PUMP ROOM  
FIRE PUMP LAYOUT  
GROUND FLOOR SE

SCALE	DATE BY	DESIGNED BY
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DATE	DATE	DATE
XXXXXX	XXXXXX	XXXXXX
DATE	DATE	DATE
XXXXXX	XXXXXX	XXXXXX

DATE

F102

2 OF 2 06/09/05



HART BUILDING - GROUND FLOOR - SE CORNER

## PART 1 - GENERAL

### 1.1 DESCRIPTION OF WORK

- A. Scope: Provide complete fire pump system and associated equipment, integrated with existing components, ready for operation. This fire pump system shall include new fire pump supply and discharge piping at/from points of connection indicated on the accompanying sketch, a new fire pump (wet side only, not a new driver), a new backflow prevention device, a new relief valve and discharge piping, a new fire pump test header and discharge piping, and a new jockey pump and controller. All existing piping between indicated points of connection shall be replaced in order to provide a compliant arrangement. This shall also include new piping associated with the existing fire and jockey pumps, drain lines, sensing lines, etc. The new arrangement shall include a bypass that permits street pressure to supply the sprinkler/standpipe system in case of fire pump failure. All equipment shall be installed in accordance with the requirements of NFPA 20, 2003. Acceptance testing for the new pump shall include acceptance testing for the existing fire pump controller by a manufacturer's (Joslyn-Clark) representative, to be coordinated by the contractor.
- B. Option 1 – See Section 2.1.J for description of work to be included as Alternate 1. Contractor shall provide a separate price for this alternative arrangement.
- C. Schedule – Provide sequence of construction within 3 weeks of Notice to Proceed, provide shop drawings within 7 weeks of notice to proceed, and complete installation within 8 weeks of approval of shop drawings.
- D. Description of Work: The work includes designing and providing a new, functioning, code-compliant fire pump system.
- E. Existing Fire Pump Equipment: The fire pump (wet side), and all supply and discharge piping required to comply with this specification shall be removed. Contractor shall provide a proposed sequence of construction that maintains outages at a minimum. All damaged surfaces shall be restored to original condition.
- F. Compliance: The entire fire pump system shall be designed, installed, tested, and maintained in accordance with NFPA 20 and NFPA 70, except as modified herein. Advisory provisions in NFPA 20 are to be considered mandatory, as though the word "shall" has been substituted for "should". Any reference to "authority having jurisdiction" shall be interpreted to mean the AOC Contracting Officer. All materials used shall be either UL or FM approved.

### 1.2 QUALITY ASSURANCE

- A. Designer and Installer Requirements: Design shall be by a NICET Level III or IV Technician, Registered Fire Protection Engineer, or a Registered Professional Engineer with at least three (3) years experience in fire protection design. Installation shall be performed by a certified sprinkler contractor or a specialist who is experienced in the design and installation of automatic fire pump systems (minimum 3 years).
- B. Project Superintendent: The Contractor, or Subcontractor, shall provide one full-time, on-site staff member designated as the "Project Superintendent". The duties of the Project Superintendent are to supervise execution of all aspects of this specification, including safety on the job site as described in the "Accident Prevention Clause" of the general provisions of the Occupational Safety and Health (OSH) Act of 1970. That clause incorporates into the contract, by reference, the Secretary of Labor's OSH Standards (29 CFR Part 1926). The Project Superintendent shall be

thoroughly familiar with all contract obligations and shall be capable of making all contractual decisions with regards to their project scope of work on behalf of the Contractor, or Subcontractor. The Project Superintendent shall be responsible for making sure that quality control review has been performed on all submittals prior to the submission to the Contracting Officer. The Project Superintendent shall also be responsible for ensuring that all submittals are accurate and fully coordinated.

- C. Service Organization: The contractor shall furnish, to the Contracting Officer, evidence that there is an experienced and effective service organization which carries a stock of repair parts for the system in order to readily effect repairs throughout the warranty period. Should the contractor fail to make the necessary repairs, in a timely manner, the Government reserves the right to make such repairs and charge the contractor for such repairs without any loss of warranty or guarantee as provided by the contract documents.
- D. Guarantee: The contractor shall guarantee labor, materials, and equipment provided under this contract against defects for a period of one year after the date of final acceptance of this work by the government. Final Acceptance includes, but is not limited to, the receipt of as-built drawings and Operation and Maintenance Manuals.
- E. Codes and Standards: Provide an automatic fire pump system conforming to the latest editions of codes and standards of the following organizations:
  - 1. Architect of the Capitol
    - a. AOC Design Standards
  - 2. National Fire Protection Association (NFPA), including all amendments and appendices:
    - a. No. 20 Standard for the Installation of Centrifugal Fire Pumps.
    - b. No. 24 Standard for the Installations of Private Fire Service Mains.
    - c. No. 70 National Electrical Code.
  - 3. American Water Works Association (AWWA)
    - a. AWWA C651 (Addendum 1990) Disinfecting Water Mains)
  - 4. Factory Mutual Engineering and Research Corporation (FM)
    - a. FM-P7825 Approval Guide
  - 5. Underwriters Laboratories Inc. (U.L.)
    - a. UL-FPED Fire Protection Equipment Directory
  - 6. Building Officials and Code Administrators
    - a. (IBC) International Building Code.

### 1.3 SYSTEM DESIGN



- A. General: Design automatic fire pump systems in accordance with all required and advisory provisions of NFPA 20. Each system shall include materials, accessories, and equipment, inside and outside the building, so that the system is complete and ready for use.
  - 1. Friction Loss: Calculate the friction loss in piping in accordance with the Hazen-Williams formula using 'C' values found in NFPA 13.
  - 2. Water Supply: Most recent fire pump test is attached.

#### 1.4 SUBMITTALS

- A. Contractor shall submit a project schedule, within 14 days after contract award, including a sequence of construction that minimizes any required system outages. Sequence of construction subject to approval by the AOC.
- B. Submit 6 complete sets of submittals. Partial submittals will not be acceptable and will be returned without review. Before any work is commenced, the submittal must be approved by the AOC. The AOC will review and approve all submittals within 14 days after receipt. If submittal is rejected, the contractor will be given 14 days to revise and resubmit and the AOC will review and approve within 14 days of receiving revised submittal. Manufacturer's data shall be provided for the following and annotated to show the specific model, type and size of each item:
  - 1. Pump
  - 2. Pump characteristic performance curves, with selection points clearly indicated, and pump certification, signed by an officer of the manufacturer, stating that the pump will perform as specified.
  - 3. Backflow prevention device
  - 4. Check valves
  - 5. Gate valves
  - 6. Relief valves (includes but not limited to casing relief, jockey pump relief, etc.)
  - 7. Gauges
  - 8. Hose valve manifold test header
  - 9. Drain valves
  - 10. Pipe, fittings, hangers, supports, and mechanical couplings
  - 11. Tamper switches
  - 12. Jockey pump
  - 13. Jockey pump controller
  - 14. All other associated equipment
- C. Test Certification and Instruction: Submit test certification, to the Contracting Officer, for all pipe and fittings.
- D. Shop Drawings: Submit detailed shop drawings, within 14 days after contract award, in accordance with NFPA 13, "Working Plans", on uniform size sheets no smaller than 24 inches by 36 inches, to the Contracting Officer for review and approval. Information shall include but not be limited to the following:
  - 1. Detailed plan views of the pump room and exterior, including elevations and sections, showing the location of fire pump, controller, piping, test manifold, all sensing lines and all other associated equipment.
  - 2. Complete piping schematic, including pump, devices, valves and fittings.

3. Complete point to point electrical wiring and circuit diagrams.
4. Current waterflow test information
5. The signature and seal of a registered Professional Fire Protection Engineer, registered Professional Engineer with a minimum of two years fire protection design experience, or a NICET Level III or IV Technician.

## 1.5 AS-BUILT DRAWINGS

- A. General: Prepare and submit to the Contracting Officer 6 sets of detailed "As-Built Drawings", within 14 days after successful acceptance testing. In addition, submit shop drawings in electronic format (AutoCad or Microstation). The drawings shall show the system as installed, including all deviations from both the project drawings and the approved shop drawings. The drawings shall also include all information as required by NFPA 13. The drawings shall be prepared on uniform sized sheets not less than 30 by 42 inches. Submit these drawings within two weeks after the final acceptance test of the system.

## 1.6 OPERATION AND MAINTENANCE MANUALS

- A. General: Not less than 7 calendar days prior to the final acceptance testing of the entire system, and for use during the instruction period hereinafter specified, provide 6 bound copies of an Operation and Maintenance Manual to the Contracting Officer. The manual shall include an index, copies of all approved shop drawings and submittal materials (updated to as-built), and a complete parts list of all components. The manual shall also include, for each item, the manufacturer's name, the serial number of the part, an ordering number, if appropriate, and a physical description of the part.

## PART 2 - PRODUCTS

### 2.1 ABOVEGROUND PIPING SYSTEMS

- A. General: Provide piping, valves, and fittings, approved for 175 psi working pressure, in accordance with NFPA 20, as indicated on the drawings and as specified herein.
- B. Fittings: Fittings, mechanical couplings and rubber gaskets shall be supplied by the same manufacturer. Plain-end fittings will not be permitted.
- C. Valves: Provide outside screw and yoke type for all gate valves servicing the fire pump system. Gate valves shall be iron body and brass mounted with flanged or threaded end connections. The valve shall open by counterclockwise rotation. Each interior control valve shall be provided with adequate means for mounting a tamper switch.
  1. Drainage and test valves shall be all bronze globe, angle or gate valves.
  2. All control valves shall be labeled so as to indicate the area/zone that is serviced by that valve.
- D. Check Valves:
  1. All check valves shall be clear opening swing-check type.

- a. 2 inch and smaller check valves shall be all bronze with screw ends.
  - b. 2½ inch and larger check valves shall be either iron body, brass mounted with flanged ends, access plate, and non-ferrous metal set rings and bearings or groove-lock type.
- E. Circulating Relief Valve: Provide circulating relief valves for the fire pump and jockey pump. Relief valves shall be piped to a floor drain capable of handling the discharge.
- F. Pipe and Hanger Supports: Provide pipe supports, sway braces, hangers, and clamps in accordance with NFPA 13.
- G. Identification Signs: Attach properly lettered and approved metal signs to each control valve, alarm device, inspector's test valve, drain valve, and alarm bypass valve. Each sign shall indicate the normal valve position as well as the portion of the system that the valve serves.
- H. Drain Assemblies: Provide all drain lines as required by NFPA 20. Connect all drain piping to approved drain locations and provide splash guards, where necessary, at discharge outlets.
- 1. All drain discharge outlets on the outside of the building shall be located no higher than 1 foot above grade level.
- I. Relief Valves: Provide a pilot operated diaphragm type pressure relief valve. Install relief valve according to the requirements of NFPA 20. The pressure relief valve shall discharge into an open pipe discharging to the exterior. Exact location of discharge to be determined during field investigations. Water discharge from the relief valve shall be readily visible or easily detectable by the pump operator via a sight glass.
- 1. The relief valve shall not be piped to the pump suction or supply connection.
  - 2. A shutoff valve shall not be installed in the relief valve supply or discharge piping.
  - 3. The relief valve shall be set to prevent pressure anywhere on the fire protection system greater than it can withstand. Note that there are levels below the fire pump.
  - 4. The relief valve size shall not be less than that required in NFPA 20.
  - 5. Point of discharge shall be provided with a threaded connection, or other method of attaching appropriately sized large diameter hose (LDH) at point of discharge. Contractor shall also provide 50 feet of the LDH and a stream diverter (e.g. Hose Monster) that may attached to the relief valve during weekly churn testing.
- J. **Alternate 1 Requirements:** Relief Valves: Provide a pilot operated diaphragm type pressure relief valve. Install relief valve according to the requirements of NFPA 20. The pressure relief valve shall discharge into the supply side piping. Water discharge from the relief valve shall be readily visible or easily detectable by the pump operator via a sight glass.
- 1. The relief valve shall be piped to the pump suction or supply connection.
  - 2. A shutoff valve shall not be installed in the relief valve supply or discharge piping.
  - 3. The relief valve shall be set to prevent pressure on the fire protection system greater than it can withstand. Note that there are levels below the fire pump.

4. The Contractor shall verify that the arrangement will not create pressures in excess of 175 psig. The relief valve and associated piping sizes shall not be less than one size larger than that required in NFPA 20.
- K. Backflow Prevention Device: Provide a backflow prevention device listed for fire protection use for this installed orientation.
  1. The backflow prevention device shall produce less than 10 psi friction loss at 2,250 gpm.
  2. The backflow prevention device shall meet all DC WASA criteria.
  3. Installation shall meet all criteria of NFPA 20, including but not limited to the minimum distance upstream of fire pump inlet.

## 2.2 FIRE PUMP

- A. Provide a replacement for the existing fire pump (wet side only). The pump capacity at rated head, mounting layout, and all dimensions shall match the existing pump. The pump curve shall match the original criteria and shall furnish not less than 150 percent of rated capacity at not less than 65 percent of total rated head. Pump shall be of the centrifugal horizontal split case with automatic air release type.
- B. Horsepower requirements and all other parameters for the new fire pump shall not exceed those of the existing electric motor driver

## 2.3 PRESSURE-MAINTENANCE (JOCKEY) PUMP

- A. Provide and install a pressure maintenance pump with a rated capacity of 10 GPM against a total head of 250 feet coupled to a motor rated for the required pump, not to exceed 5 HP (maximum), 480- volts, 60 HZ, 3 phase.
- B. The pressure maintenance pump shall be installed in accordance with NFPA 20.
- C. The control valves to and from the pressure maintenance pump shall be supervised butterfly valves in accordance with these specifications

## 2.4 PRESSURE-MAINTENANCE PUMP CONTROLLER

- A. The pressure maintenance pump controller shall be factory assembled, wired and tested, and shall be UL listed for this fire service, with a minimum enclosure rating shall be NEMA Type 2, drip-proof.
- B. The controller shall incorporate a wye delta open transition starting method, control circuit transformer, main disconnect switch, motor fuse block, HAN D-0 FF-AUTO MATI C selector switch and pressure switch.
- C. The pressure switch shall have a range of 0-300 psi and have an adjustable differential range of 10-40 psi (.7-2.8 bars). The pressure switch shall be of the diaphragm type utilizing snap-action type contacts. The pressure switch shall be mounted inside the controller to prevent any unauthorized adjustment and/or accidental damage. The adjustment knobs shall be capable of being sealed after final adjustment. The pressure switch shall be directly pipe mounted to a

bulkhead pipe coupling without any other supporting members. A system pressure gauge shall be mounted with the pressure switch to assist in pressure switch adjustments and provide an indication of current system pressure. Field connections shall be made externally at the controller coupling to prevent distortion of the pressure switch element and mechanism.

- D. The controller shall have a running period timer to prevent too frequent automatic starting of the jockey pump motor. The timer shall be set to keep the motor in operation for at least one minute and inter-wired with the pressure switch.
- E. The disconnect switch shall be mechanically interlocked so that the enclosure door cannot be opened with the handle in the ON position except by a hidden tool operated defeater mechanism. The disconnect switch shall be capable of being padlocked in the OFF position with up to three padlocks for installation and maintenance safety.
- F. All pushbuttons, selector switches, pilot lights shall be NEMA Type 12, oil-tight. Pilot lights (when specified) shall be transformer type. No pushbuttons or pilot lights shall be mounted on the enclosure door.
- G. Auxiliary contacts shall be provided for loss of power to the controller, so that this condition can be monitored.
- H. The control circuit transformer shall be of the molded winding construction type with built-in molded terminals and shall be fuse protected. The fuse shall be built into the transformer.
- I. The controller manufacturer, prior to shipment, shall hook up and test the jockey pump controller as a completed assembly. This test shall include, but not be restricted to, each function the controller may be required to perform including manual start-stop, automatic start-stop and minimum run timing.

## 2.5 HOSE MANIFOLD TEST HEADER

- A. General: Construct header in accordance with NFPA 20. Provide flanged inlet connection to hose valve manifold assembly. Provide approved polished chrome plated hose gate valve with 2.5-inch National Standard male hose threads with cap and chain. Locate the assembly 3 feet above grade in the horizontal position for each test header outlet. A ball drip valve shall be installed at the lowest point of the piping and discharge to the outside of the building or to an existing floor drain.

## 2.6 NAMEPLATES

- A. Fire Pumps: Fire pumps shall be supplied with a factory installed nameplate, containing the following information:
  - 1. Manufacturer, type, and model number;
  - 2. Capacity or size;
- B. New nameplate shall clearly indicate this as a modification to the original equipment, include date of modification.

## 2.7 SUPERVISORY (TAMPER) SWITCH

- A. General: Provide a tamper switch for each interior gate valves. Tamper switches shall have double pole, double throw contacts with screw terminals for each conductor. Operation of the switch shall cause a supervisory signal to be transmitted to the FACP upon not more than two complete turns of the valve wheel or a closure of ten percent, whichever is less. All circuits shall be within conduit, except that a short section (12 inches) is permitted to be metal clad cable (greenfield). Fire alarm addresses for existing tamper switches shall be re-used for all new tamper switches.

## 2.8 PIPE SLEEVES

- A. General: Provide pipe sleeves where piping passes entirely through walls, floors and partitions. Secure sleeves in position during construction. Provide sleeves of sufficient length to pass through entire thickness of walls, floors and roofs. Provide 1 inch minimum clearance between exterior of piping and interior of sleeve or core-drilled hole. Firmly pack space with mineral wool insulation. Seal space at both ends of the sleeve or core-drilled hole with plastic waterproof cement which will dry to a firm but pliable mass, or provide a mechanically adjustable segmented elastomeric material. Penetrations of fire-rated wall and floor assemblies shall be sealed with a listed 2-hour fire rated firestopping material. Penetration of exterior wall and marble clad shall be specifically coordinated and pre-approved by the AOC. Appropriate escutcheons for aesthetic and waterproofing purposes are required.
  - 1. Sleeves in Masonry and Concrete Walls, Floors, and Roofs: Provide hot-dip galvanized steel, ductile-iron, or cast-iron sleeves. Core-drilling of masonry and concrete may be provided in lieu of pipe sleeves when cavities in the core-drilled hole are completely grouted smooth.
  - 2. Sleeves in Other Than Masonry and Concrete Walls, Floors, and Roofs: Provide 26 gauge galvanized steel sheet.

## PART 3 - EXECUTION

### 3.1 FIRE PUMP INSTALLATION

- A. General: Install fire pump per the manufacturer's published installation instructions and NFPA 20.
- B. Concrete Base: Install pump on a concrete base, keyed and doweled to the subfloor, and smooth trowel finished with chamfered edges. It is intended for the existing base to continue service; however, any modifications required by this project are the responsibility of the Contractor.
- C. Drains: Pipe circulating relief valves, drip basin under pump and ball drips to floor drains with 1-inch diameter screwed galvanized pipe. Paint with one coat red enamel.
- D. Demolition: Carefully remove all unwanted materials so as not to damage material which is to remain. Replace existing work damaged by the Contractor's operations with new work of the same construction. AOC personnel will provide access to void area beneath stair and patching any access openings. Contractor is responsible for all other demolition, patching, and painting. Contractor is responsible for any confined space equipment and procedures required for work in void area beneath open stairs.
- E. Flushing: Flush all new and existing piping from the point of connection at the underground water supply to the suction flange of the pump. Total quantity of water shall be sufficient to remove all foreign material from the pipe. This shall not include existing piping downstream of the discharge

side point of connection.

### 3.2 PIPE INSTALLATION

- A. Installation, workmanship, fabrication, assembly, erection, examination, inspection and testing shall be in accordance with NFPA 20, except as modified herein. Install piping straight and true to bear evenly on hangers and supports. Do not hang piping from plaster ceilings. Keep the interior and ends of new piping and existing piping affected by Contractor's operation thoroughly cleaned of water and foreign matter. Keep piping systems clean during installation by means of plugs or other approved methods. When work is not in progress, securely close open ends of piping to prevent entry of water and foreign matter. Inspect piping before placing into position.
- B. Field Changes: Do not make field changes in the piping layout or pipe sizes without the prior approval of the Contracting Officer.
- C. Freeze Protection: Protect fire protection piping subject to temperatures lower than 40 °F against freezing in accordance with NFPA 13.
- D. Sterilization and Disinfection: Perform sterilization and disinfection with a chlorinating agent, approved by the Contracting Officer, upon completion of the fire pump system installation and prior to placing the system in operation. Comply with American Water Works Association Standard C651.
  - 1. The amount of chlorine applied shall provide a dosage of not less than 50 parts per million.
  - 2. Charge the supply and discharge piping with the disinfecting solution.
  - 3. Following a contact period of not less than 8 hours, the chlorinated water shall be flushed from the system with clean water until the chlorine concentration is not greater than 0.4 part per million.
  - 4. All valves in lines being sterilized shall be opened and closed a minimum of five times during the 8 hour period.
  - 5. Obtain at least two consecutive satisfactory bacteriological samples from new water piping, analyzed by a certified laboratory, and submit results prior to new water piping being placed into service.
  - 6. Disinfection of systems supplied by nonpotable water is not required.
- E. Welding: Perform all welding in the shop; field welding must be approved by the Contracting Officer. All welding activities must be approved by the Contracting Officer before they occur.
- F. Painting: Exposed threads of all ferrous pipe shall be given one coat of corrosion-resistant paint at the time of installation. All aboveground piping shall be painted red.

### 3.3 FIRESTOPPING

- A. General: Provide firestopping for all holes for piping and conduit passing through floor slabs, fire-rated walls, partitions with fire-rated doors, corridor walls, and vertical service shafts in accordance with firestopping manufacturer's instructions.

### 3.4 INSTRUCTING OPERATING PERSONNEL

- A. Upon completion of the work and at a time designated by the Contracting Officer, provide the services of experienced technicians regularly employed by the manufacturer of the pump to instruct AOC shops personnel in the proper operation and maintenance of the equipment. These services shall be for a period of not less than four hours.

### 3.5 FIELD INSPECTIONS AND TESTS

- A. Inspections: Prior to initial operation, inspect equipment and manufacturer's submittals for conformance with NFPA 20.
- B. Preliminary Tests: Perform the following tests on pumps, drivers and other equipment to ensure proper performance, and compliance of the fire pump system with these specifications and NFPA 20. The Contractor and an authorized representative from each supplier of equipment shall be in attendance at the preliminary test to make necessary adjustments. When tests are completed and corrections made, submit a signed and dated material and test certificate similar to that specified in NFPA 13, with a request for formal inspection and tests.
  - 1. Hydrostatic test on aboveground piping in accordance with NFPA 13 and underground piping in accordance with NFPA 24 in the presence of the Contracting Officer or his designated representative.
  - 2. Visual equipment checks to assure proper compliance with approved shop drawings.
  - 3. Pump start and run to ensure proper operation and to detect pipe, valve and fitting leakage.
  - 4. Test of pump alarm devices.
  - 5. Additional tests and inspections necessary.
- C. Final Inspection and Testing: Advise the Contracting officer when the preliminary tests have been completed and all necessary corrections made, so as to permit final inspection and testing. The Contractor and an authorized representative from each supplier of equipment shall be in attendance at the final test. Submit request for testing at least 15 days prior to test date. A final acceptance test will not be scheduled until operation and maintenance manuals have been received by the Contracting Officer.
  - 1. At the final test, a material and test certificate must be provided in accordance with NFPA 13.
  - 2. Up-to-date as-built drawings must be submitted to the Contracting Officer at the final test. These drawings shall be undamaged sets of prints of the contract drawings and shop drawings, with changes from the original drawings marked in red.
  - 3. The final test shall be witnessed and supervised by a representative of the AOC Senate Office Buildings and AOC Fire Marshal Office.
  - 4. An experienced technician, regularly employed by the pump installer, shall be present during the inspection. Where pumps are engine driven, an experienced technician, regularly employed by the engine manufacturer, capable of demonstrating that engine trouble alarms



and operating features perform as required shall be present.

5. Tests shall include no-flow (churn), 100 and 150 percent capacity flows and pressures for compliance with manufacturer's characteristic curves. A full flow waterflow test, utilizing the test header, is required.
6. At this inspection, the Contractor will repeat the required tests as directed. The Contractor shall correct all defects and perform additional tests until the system complies with the contract requirements.
7. The Contractor shall furnish, at the time of the tests, the manufacturer's certified shop test characteristic curves for each pump as well as all appliances, equipment, instruments, connecting devices and personnel for the tests. In particular, the Contractor shall provide hoses, underwriter playpipes, pitot tube, calibrated gauges (3), volt/amp meter, hand-held tachometer and necessary tools. The Government shall furnish water for the tests.
8. In addition to acceptance testing requirements for the new equipment, the Contractor shall provide acceptance testing for the existing Joslyn-Clark Fire Pump Controller, Model C3E204-4TH3M1ZB. This testing shall include all acceptance testing requirements for controllers in accordance with NFPA 20. The controller is provided with a secondary power source.

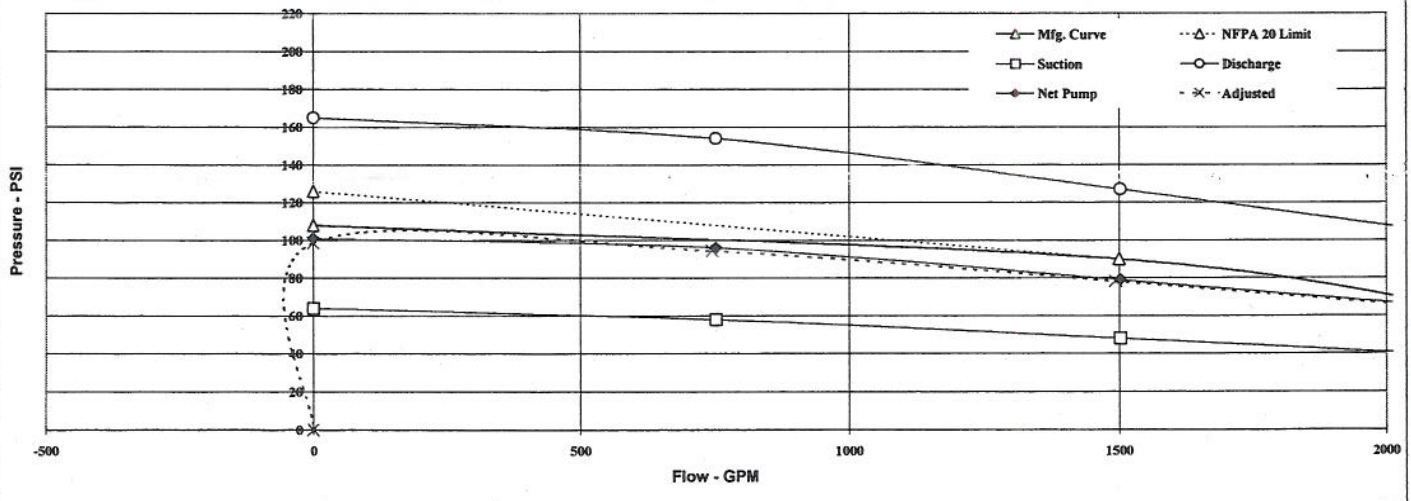
PART 4 - Fire Pump Test Data

PART 5 - Sketch

# FIRE PUMP REPORT OF INSPECTION

<b>Inspection Report No.</b> <div style="border: 1px solid black; width: 100px; text-align: center; margin-top: 5px;">1</div>	<b>Inspection Contract No.</b> <div style="border: 1px solid black; width: 100px; text-align: center; margin-top: 5px;">207223</div>	<input type="checkbox"/> BY OWNER <input checked="" type="checkbox"/> BY
<b>Company Name</b> <u>Hart-Senate</u> <b>Office</b> _____		

Pump Manufacturer	Shaft Type	Model	Shop or Serial #	GPM	Rated Head/Ft	NET PSI Gain	Rated RPM											
Patterson	Horizontal	8X6 MI	80PT4599-L6	1500	N/A	90	1770											
Driver Manufacturer	Type	Model	Shop or Serial #	Rated Volts	Oper. Volts	Horse Power	Rated RPM											
Lincoln	Electric	404TS	N/A	230/460.	460	100	1775											
Driver Rated Amps	Phase	Amps at 150%	Cycles	Service Factor														
208-119	3	125	60	1.15														
Controller MFG.	Model Number	Shop or Serial #	Auto Start PSI	Stop PSI	Jockey Pump													
Joslyn Clark	C3E204-4TH3M1ZB	216155	75	95	Yes													
City Supply	Connection Size	Tank Supply	Tank Height	Tank Capacity	Pump Identifier													
8"	8"	N/A	N/A	N/A	N/A													
Revolutions Per/minute	Discharge Pressure	Suction Pressure	Net Pressure	Streams			GPM	%	Voltage	Amp. Reading	Steam Press.							
				No.	Size	Pitot#					Thrott	Chest						
	RPM		Psi		Psi		Psi				Vac.		Amp.					
	RPM		Psi		Psi		Psi				Vac.		Amp.					
	RPM		Psi		Psi		Psi				Vac.		Amp.					
1791	RPM	165	Psi	64	Psi	101	Psi		churn	0	0	0%	491	Vac.	77	Amp.		
1786	RPM	154	Psi	58	Psi	96	Psi	2	1 3/4	18/18/0/0	751	50%	488	Vac.	95	Amp.		
1780	RPM	127	Psi	48	Psi	79	Psi	4	1 3/4	18/18/18/0	1502	100%	486	Vac.	117	Amp.		
1778	RPM	106	Psi	40	Psi	66	Psi	6	2 1/2	16/16/16/15/15/4	2046	136%	486	Vac.	122	Amp.		

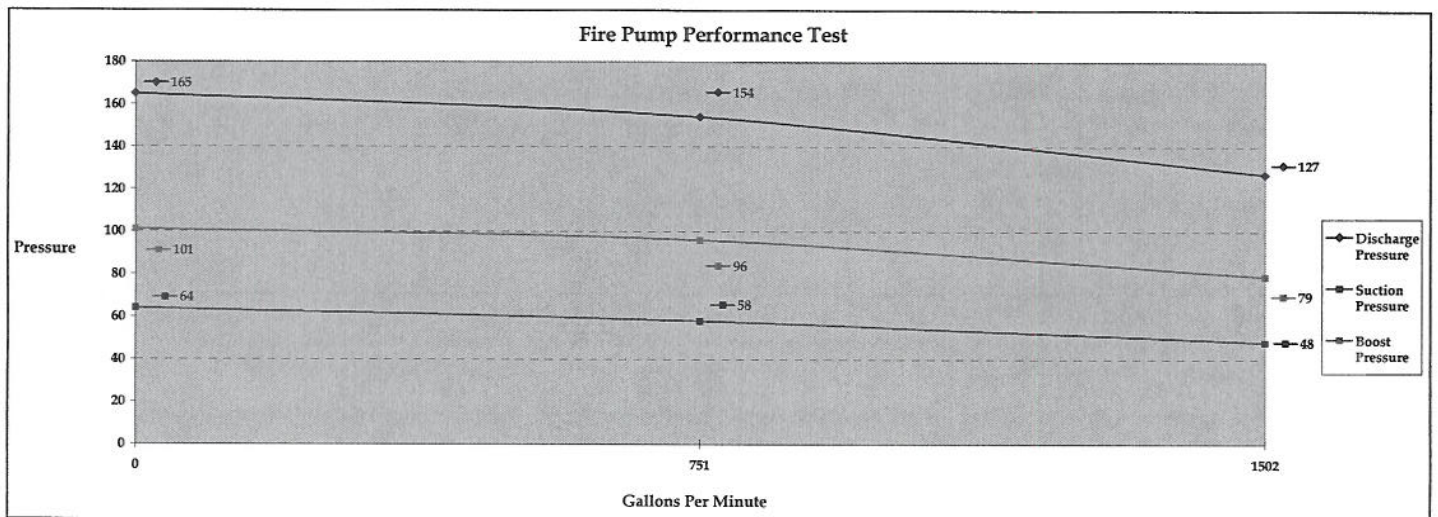
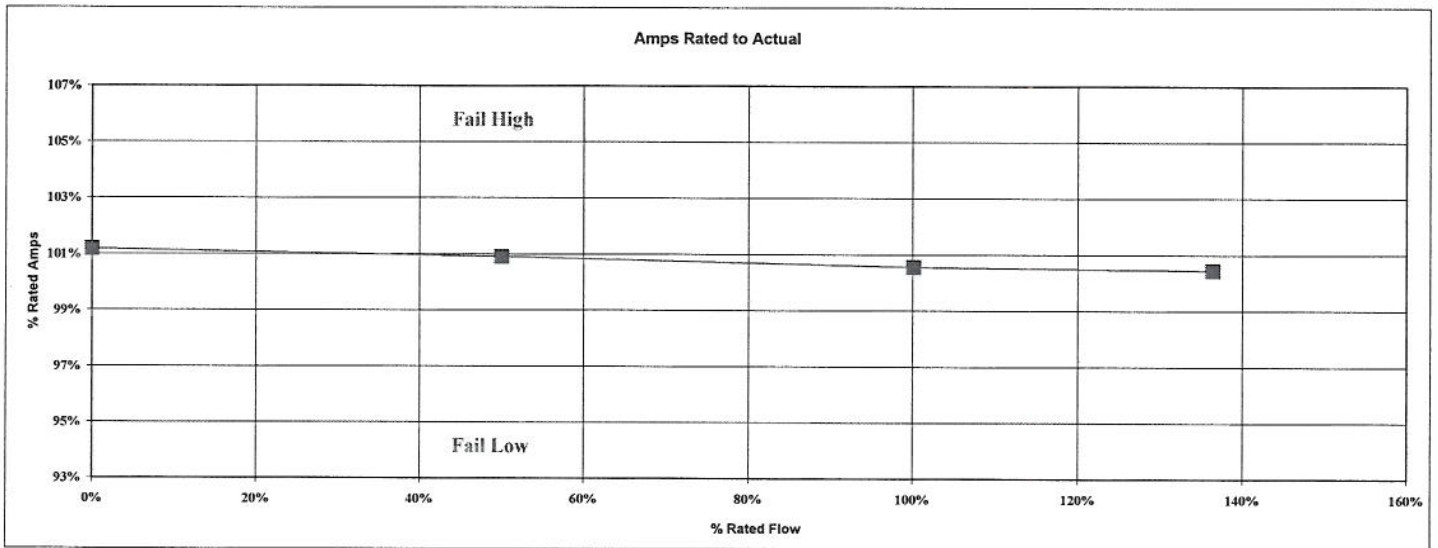
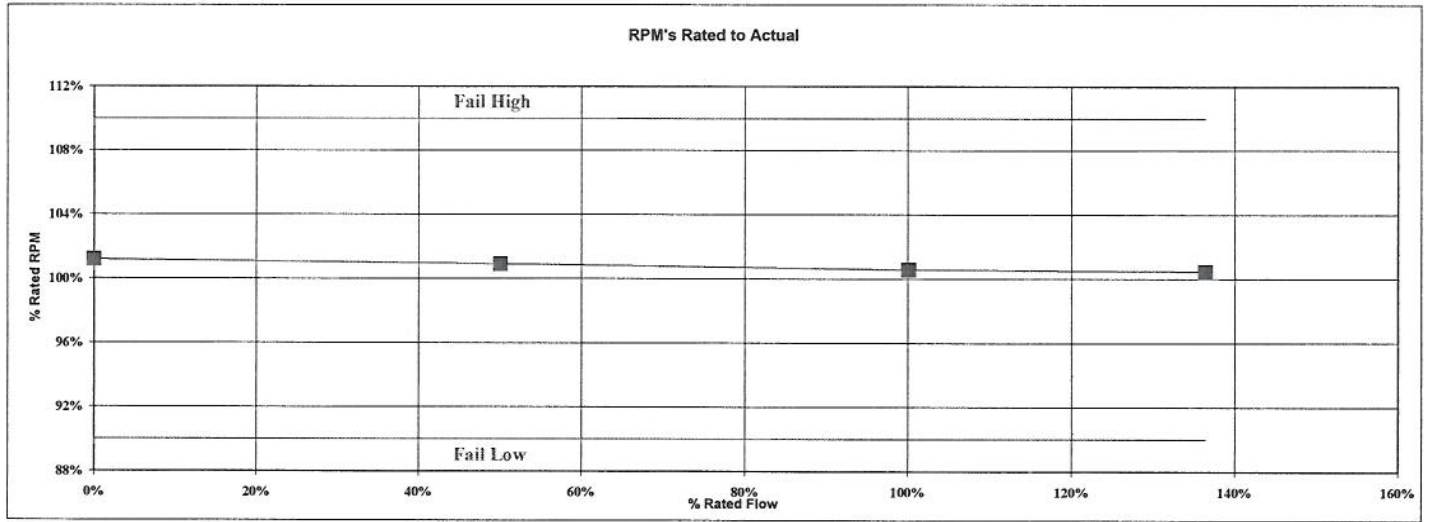


1. bases this inspection on the fact that said systems were approved by the AHJ for the occupancy required for which it was designed and the Owner has not changed that occupancy classification.
2. bases this fire protection systems inspection on the fact that the owner is performing any requirements of this applicable NFPA code for which the Owner has not contracted SimplexGrinnell to perform.
3. bases this fire protection systems inspection on the fact that the Owner prior to the freezing season has secured and properly heated the building.

**Additional Comments:**      150% TEST CONDUCTED WITH 5-13/4 TIPS WITH A COEFFICIENT 0.97, 1-21/2 TIP WITH A COEFFICIENT OF 0.80

**Inspector** \_\_\_\_\_ 3/09/05 am

**Signature of owner or owners representative** \_\_\_\_\_



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# ATTACHMENTS

GENERAL DECISION: **DC20030003** 09/16/2005 DC3

Date: September 16, 2005

General Decision Number: **DC20030003** 09/16/2005

Superseded General Decision Number: DC020003

State: District of Columbia

Construction Type: Building

County: District of Columbia Statewide.

BUILDING CONSTRUCTION PROJECTS (Does not include single family homes and apartments up to and including 4 stories)

Modification Number	Publication Date
0	06/13/2003
1	10/03/2003
2	10/31/2003
3	01/09/2004
4	03/19/2004
5	04/02/2004
6	05/14/2004
7	06/11/2004
8	06/18/2004
9	06/25/2004
10	07/02/2004
11	07/09/2004
12	07/16/2004
13	08/13/2004
14	08/20/2004
15	09/17/2004
16	09/24/2004
17	10/29/2004
18	11/12/2004
19	01/21/2005
20	04/01/2005
21	05/06/2005
22	06/03/2005
23	06/10/2005

24	06/24/2005
25	07/01/2005
26	07/08/2005
27	07/22/2005
28	08/19/2005
29	08/26/2005
30	09/16/2005

\* ASBE0024-001 03/01/2005

Rates

Fringes

Asbestos Worker/Heat and  
Frost Insulator

Includes application of  
all insulating materials,  
protective coverings,  
coatings and finishes to  
all types of mechanical  
systems.....\$ 25.10

11.91

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ASBE0024-002 03/01/2005

Rates

Fringes

Hazardous Material Handler

Includes preparation,  
wetting, stripping,  
removal, scrapping,  
vacuuming, bagging and  
disposing of all  
insulation materials,  
whether they contain  
asbestos or not, from  
mechanical systems.....\$ 11.93

5.85

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\* ASBE0024-005 06/17/2005

Rates

Fringes

Fire Stop Technician

Includes the application  
of materials or devices



within or around  
 penetrations and openings  
 in all rated wall or floor  
 assemblies, in order to  
 prevent the passage of  
 fire, smoke or other  
 gases. The application  
 includes all components  
 involved in creating the  
 rated barrier at perimeter  
 slab edges and exterior  
 cavities, the head of  
 gypsum board or concrete  
 walls, joints between  
 rated wall or floor  
 components, sealing of  
 penetrating items and  
 blank openings.....\$ 20.94

5.59

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 BRDC0001-001 05/01/2005

Rates

Fringes

Bricklayer.....\$ 25.00

6.09

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 CARP0132-006 05/01/2005

Rates

Fringes

Carpenter (Including Drywall  
 Hanging).....\$ 22.89

5.39

Piledriver.....\$ 21.47

5.81

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 ELEC0026-003 09/02/2002

Rates

Fringes

Communication Technician.....\$ 20.60

5.09

SCOPE OF WORK: Includes low voltage construction,  
 installation, maintenance and removal of teledata  
 facilities (voice, data and video) including outside plant,  
 telephone and data inside wire, interconnect, terminal

equipment, central offices, PABX, fiber optic cable and equipment, railroad communications, micro waves, VSAT, bypass, CATV, WAN (Wide area networks), LAN (Local area networks) and ISDN (Integrated systems digital network).

WORK EXCLUDED: The installation of computer systems in industrial applications such as assembly lines, robotics and computer controller manufacturing systems. The installation of conduit and/or raceways shall be installed by Inside Wiremen. On sites where there is no Inside Wireman employed, the Teledata Technician may install raceway or conduit not greater than 10 feet. Fire alarm work is excluded on all new construction sites or wherever the fire alarm system is installed in conduit. All HVAC control work.

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ELEC0026-016 06/06/2005

	Rates	Fringes
Electrician (Excluding Communication-Low Voltage Wiring).....	\$ 30.15	9.90+3%+a

a. PAID HOLIDAYS: New Year's Day, Martin Luther King Jr.'s Birthday, Inauguration Day, Memorial Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day or days designated as legal holidays by the Federal Government.

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ENGI0077-009 05/01/2005

	Rates	Fringes
Power equipment operators:		
Boom Trucks.....	\$ 24.87	6.02+a
Cranes (35 tons and above).. <td>25.74</td> <td>6.02+a+b</td>	25.74	6.02+a+b
Cranes (under 35 tons).....	\$ 25.28	6.02+a+b
Forklifts.....	\$ 17.50	6.02+a
Piledrivers.....	\$ 25.28	6.02+a

a. PAID HOLIDAYS:

New Years Day, Inaugural Day, Decoration Day, Independence Day, Labor Day, Martin Luther King's Birthday, Veterans Day, Thanksgiving Day, Friday after Thanksgiving and Christmas Day.

b. PREMIUM PAY:

Tower cranes and cranes 100-ton and over to receive \$1.00 per hour premium over Group One.

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IRON0005-001 06/01/2003

	Rates	Fringes
Ironworkers:		
Structural, Ornamental and		
Chain Link Fence.....	\$ 24.00	8.975

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IRON0201-003 05/01/2005

	Rates	Fringes
Ironworker, Reinforcing.....	\$ 24.45	9.73

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LABO0074-001 06/01/2005

	Rates	Fringes
Laborer: Skilled.....	\$ 18.03	3.12

FOOTNOTE: Potmen, power tool operator, small machine operator, concrete labor including concrete preparation, signalmen, laser beam operator, waterproofer, open caisson, test pit, underpinning, pier hole and ditches, ladders and all work associated with lagging that is not expressly stated, strippers, operator of hand derricks, vibrator operators, pipelayers, or tile layers, operators of jackhammers, paving breakers, spaders or any machine that does the same general type of work, scaffold builders, operators of towmasters, scootcretes, buggymobiles and other machines of similar character, operators of tampers and rammers, and other machines that do the same general type of work, whether powered by air, electric or gasoline builders of trestle scaffolds over one tier high and sand

blasters, power and chain saw operators used in clearing,  
 installers of well points, wagon drill operators, acetylene  
 burners and licensed powdermen.

-----  
 LABO0456-012 06/01/2005

	Rates	Fringes
Laborers:		
Mason Tenders (Brick).....	\$ 13.75	3.12
Mortarmen, Scaffold Builders	\$ 14.45	3.12

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MARB0002-002 05/01/2005

	Rates	Fringes
Marble & Stone Mason.....	\$ 28.72	10.55

INCLUDES pointing, caulking and cleaning of All types of  
 masonry, brick, stone and cement structures; EXCEPT  
 pointing, caulking and cleaning of exisiting masonry,  
 brick, stone and cement (restoration work)

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MARB0003-001 05/01/2005

	Rates	Fringes
Mosaic & Terrazzo Worker, Tile Layer.....	\$ 23.17	8.53

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MARB0003-004 05/01/2005

	Rates	Fringes
Marble, Tile & Terrazzo Finisher.....	\$ 18.72	7.62

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PAIN0051-004 06/01/2005

	Rates	Fringes
Glazier Contracts \$2,000,000 and		

under.....	\$ 21.87	7.21
Contracts over \$2,000,000...	\$ 23.09	7.21

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PAIN0051-010 06/01/2005

	Rates	Fringes
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## Painters:

Brush, Roller, Spray and Drywall Finishers.....	\$ 21.31	7.06
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PLAS0891-003 05/01/2004

	Rates	Fringes
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Cement Mason.....	\$ 23.73	4.945
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PLUM0005-007 08/01/2005

	Rates	Fringes
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## Plumber

Apartment Buildings over 4 stories (except hotels).....	\$ 19.86	7.56+a
ALL Other Work.....	\$ 31.05	11.26+a

a. PAID HOLIDAYS: Labor Day, Veterans' Day, Thanksgiving Day and the day after Thanksgiving, Christmas Day, New Year's Day, Martin Luther King's Birthday, Memorial Day and the Fourth of July.

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\* PLUM0602-006 08/01/2005

	Rates	Fringes
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Steamfitter, Refrigeration & Air Conditioning Mechanic (Including HVAC Pipe Work).....	\$ 30.27	12.02+a
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## a. PAID HOLIDAYS:

New Year's Day, Martin Luther King's Birthday, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and the day after Thanksgiving Day and Christmas Day.

-----  
SFDC0669-001 01/01/2005

	Rates	Fringes
Sprinkler Fitter.....	\$ 25.05	11.00

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\* SHEE0100-002 07/01/2005

	Rates	Fringes
Sheet Metal Worker (Including HVAC Duct Work).....	\$ 29.18	10.51

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SUDC2000-001 04/12/2000

	Rates	Fringes
Laborer, Unskilled.....	\$ 11.83	2.23
Pointer, caulker and cleaner INCLUDES pointing, caulking and cleaning of existing masonry, brick, stone and cement structures (restoration work); EXCLUDES pointing, caulking and cleaning of new or replacement masonry, brick, stone and cement.....	\$ 20.00	

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WELDERS - Receive rate prescribed for craft performing  
operation to which welding is incidental.

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Unlisted classifications needed for work not included within  
the scope of the classifications listed may be added after  
award only as provided in the labor standards contract clauses  
(29CFR 5.5 (a) (1) (ii)).

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In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

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## WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator

U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION



**AOC PAST PERFORMANCE QUESTIONNAIRE**  
**RFP: 050105**

REPLACEMENT OF THE AUTOMATIC FIRE PUMP SYSTEM IN THE HART SENATE  
OFFICE BUILDING

The company listed below is preparing an offer on the above project for the Architect of the Capitol, Washington, DC. Your name has been provided as a customer reference regarding performance under a past contract with your agency/company. Your comments are considered Source Selection Sensitive, therefore, you are advised that your response will be safeguarded to the extent cited in the Federal Acquisition Regulation (FAR) 42.1503. FAR prohibits the release of past performance evaluations to other than other Government personnel and the company whose performance is being evaluated during the period the information may be used to provide source selection information.

This past performance questionnaire is being submitted by the contractor and you are requested complete it and return it to the Architect of the Capitol in care of Nichele C. Robinson at FAX number (202)225-3221 on or before the proposal submission due date of November 03, 2005. While all elements below may not apply, please complete as much as possible.

**Company/Individual Requesting Past Project Information:**

Name: \_\_\_\_\_

**Past Project Title On Which The Company Is Being Evaluated**

Project Title : \_\_\_\_\_

**Evaluator POC (for verification purposes)**

Name: Agency/Company, POC \_\_\_\_\_ Date: \_\_\_\_\_

Phone No.: \_\_\_\_\_ Fax No. \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Address: \_\_\_\_\_

Position held or function in relation to project: \_\_\_\_\_

**Ratings:** Please evaluate the contractor's performance using the following ratings:

“O” Outstanding      The contractor's performance clearly exceeded the contract requirements.

**AOC PAST PERFORMANCE QUESTIONNAIRE**  
**RFP: 050105**

“S” Satisfactory      The contractor’s performance met the contract requirements.

“M” Marginal      The contractor’s performance met the minimum contract requirements but with difficulty.

“U” Unsatisfactory      The contractor’s performance was poor and/or did not satisfy contract requirements.

Please rate and provide supporting information for the following. If the rating is Outstanding or Unsatisfactory, please provide specific contract/job performance areas which were exceeded or not performed in accordance with the contract’s minimum requirements. (Use additional sheets as needed)

1. Performance in meeting delivery/completion schedules: \_\_\_\_\_

**Rating:** \_\_\_\_\_

2. What did the contractor do to improve or resolve schedule problems, if any? \_\_\_\_\_

**Rating:** \_\_\_\_\_

3. The contractor’s quality control (CQC). \_\_\_\_\_

**Rating:** \_\_\_\_\_

4. The contractor’s performance in delivering quality work in accordance with the contract: \_\_\_\_\_

**Rating:** \_\_\_\_\_

5. The contractor’s ability to provide the required work at a reasonable total price. \_\_\_\_\_

**Rating:** \_\_\_\_\_

6. The contractor’s compliance with labor standards, if applicable. \_\_\_\_\_

**Rating:** \_\_\_\_\_

7. The contractor’s compliance with safety standards. \_\_\_\_\_

**Rating:** \_\_\_\_\_

**AOC PAST PERFORMANCE QUESTIONNAIRE**  
**RFP: 050105**

8. Has the contractor been given any of the following: Cure notice, show cause, letters of reprimand, suspension of payments, termination? If yes, please explain. \_\_\_\_\_

\_\_\_\_\_  
**Rating:**

9. Would you award another contract to this contractor? If no, please state reasons for not recommending this contractor additional work. \_\_\_\_\_

\_\_\_\_\_  
**Rating:**

10. Was the customer satisfied with the end product? \_\_\_\_\_

\_\_\_\_\_  
**Rating:**

11. The relationship between the contractor and owner's contract team/Contracting Officer/COR/COTR?

\_\_\_\_\_  
**Rating:**

12. The contractor's on-site management and coordination of subcontractors.

\_\_\_\_\_  
**Rating:**

13. The contractor's overall corporate management, integrity, reasonableness and cooperative conduct.

\_\_\_\_\_  
**Rating:**

14. Has the contractor filed any modifications? \_\_\_\_\_ How many? \_\_\_\_\_

And to what extent? \_\_\_\_\_

15. Has the contractor been provided an opportunity to discuss any negative performance ratings?

If so, what were the results? \_\_\_\_\_

**AOC PAST PERFORMANCE QUESTIONNAIRE**  
**RFP: 050105**

16. **OVERALL RATING** **Rating:** \_\_\_\_\_

17. Please provide any additional comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

<b>BID BOND</b> <i>(See instruction on reverse)</i>	DATE BOND EXECUTED <i>(Must not be later than bid opening date)</i>	OMB NO.:9000-0045
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Public reporting burden for this collection of information is estimated to average 25 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVR), Federal Acquisition Policy Division, GSA, Washington, DC 20405.

PRINCIPAL <i>(Legal name and business address)</i>	TYPE OF ORGANIZATION <i>("X" one)</i>	
	<input type="checkbox"/> INDIVIDUAL	<input type="checkbox"/> PARTNERSHIP
	<input type="checkbox"/> JOINT VENTURE	<input type="checkbox"/> CORPORATION
		STATE OF INCORPORATION

SURETY(IES) *(Name and business address)*

PENAL SUM OF BOND					BID IDENTIFICATION	
PERCENT OF BID PRICE	AMOUNT NOT TO EXCEED				BID DATE  FOR <i>(Construction, Supplies, or Services)</i>	INVITATION NO.
	MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS		

OBLIGATION:

We, the Principal and Surety(ies) are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

CONDITIONS:

The Principal has submitted the bid identified above.

THEREFORE:

The above obligation is void if the Principal - (a) upon acceptance by the Government of the bid identified above, within the period specified therein for acceptance (sixty (60) days if no period is specified), executes the further contractual documents and gives the bond(s) required by the terms of the bid as accepted within the time specified (ten (10) days if no period is specified) after receipt of the forms by the principal; or (b) in the event of failure to execute such further contractual documents and give such bonds, pays the Government for any cost of procuring the work which exceeds the amount of the bid.

Each Surety executing this instrument agrees that its obligation is not impaired by any extension(s) of the time for acceptance of the bid that the Principal may grant to the Government. Notice to the surety(ies) of extension(s) are waived. However, waiver of the notice applies only to extensions aggregating not more than sixty (60) calendar days in addition to the period originally allowed for acceptance of the bid.

WITNESS:

The Principal and Surety(ies) executed this bid bond and affixed their seals on the above date.

PRINCIPAL					
SIGNATURE(S)	1.	2.	3.		
	<i>(Seal)</i>	<i>(Seal)</i>	<i>(Seal)</i>		
NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.	3.		
					<i>Corporate Seal</i>
INDIVIDUAL SURETY(IES)					
SIGNATURE(S)	1.	2.			
		<i>(Seal)</i>	<i>(Seal)</i>		
NAME(S) <i>(Typed)</i>	1.	2.			
CORPORATE SURETY(IES)					
SURETY A	NAME & ADDRESS			STATE OF INC.	LIABILITY LIMIT (\$)
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		
					<i>Corporate Seal</i>

AUTHORIZED FOR LOCAL REPRODUCTION  
Previous edition is usable

STANDARD FORM 24 (REV. 10-98)  
Prescribed by GSA - FAR (48 CFR) 53.228(a)



SURETY B	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY C	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY D	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY E	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY F	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY G	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		

#### INSTRUCTIONS

1. This form is authorized for use when a bid guaranty is required. Any deviation from this form will require the written approval of the Administrator of General Services.
2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
3. The bond may express penal sum as a percentage of the bid price. In these cases, the bond may state a maximum dollar limitation (e.g., 20% of the bid price but the amount not to exceed \_\_\_\_\_ dollars).
4. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed therein. Where more than one corporate surety is involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)." In the space designated "SURETY(IES)" on the face of the form, insert only the letter identification of the sureties.  
(b) Where individual sureties are involved, a completed Affidavit of Individual surety (Standard Form 28), for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning its financial capability.
5. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal"; and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.
6. Type the name and title of each person signing this bond in the space provided.
7. In its application to negotiated contracts, the terms "bid" and "bidder" shall include "proposal" and "offeror."



CP-491  
(4-96)

UNITED STATES CAPITOL POLICE  
WASHINGTON, D.C. 20510-7218

For AOC use only:

ID required \_\_\_\_\_

No ID \_\_\_\_\_

REQUEST FOR CHECK OF CRIMINAL HISTORY RECORDS

Please report with: (1) a form of valid photo identification and (2) this form; to the Identification Section, Room 103B, U.S. Capitol Police Headquarters, 119 D Street, N.E.

1 Name (Last, First, Middle)

Address:

Street & No.

City & State

Zip

Tele:

2 Other names ever used (e.g. maiden name, nickname, etc.)

3 Date of Birth (Month, Day, Year)

4 Birthplace (City and State or Country)

5 Social Security Number

6 Sex

☐ Male

☐ Female

7 Race

8 Height

9 Weight

10 Eye Color

11 Hair Color

SIGNATURE AND RELEASE OF INFORMATION:

READ THE FOLLOWING CAREFULLY BEFORE YOU SIGN:

- I understand that the information provided above will be used to check the criminal history records of the Federal Bureau of Investigation (FBI).
- I consent to the use of the information provided above in making a security determination concerning me.
- I certify that, to the best of my knowledge and belief, all the information provided above is true, correct, and complete, and made in good faith.

12 Signature

13 Date Signed (Month, Day, Year)



**AUTHORIZED REQUESTER**14 Name/Employing Office  

---

15 Title  

---

16 Telephone number  

---

17 Date of Request  

---

**SIGNATURE AND REQUEST:**

I request that the applicant/employee indicated above be fingerprinted by the United States Capitol Police and that these fingerprints be submitted for a check of the criminal history records of the Federal Bureau of Investigation (FBI). This check will be used in making a security determination concerning this applicant/employee.

18 Signature  

---

19 Date Signed (*Month, Day, Year*)  

---

**IDENTIFICATION SECTION**20 Individual Receiving Request  

---

21 Date/Time Received  

---

22 IS #:  

---



FAR (48) CFR 53.214(g)  
FAR (48) CFR 53.215-1(h))

OF-17 (12/93)  
Offer Label

NOTICE TO OFFEROR

1. THIS LABEL MAY ONLY BE USED ON ENVELOPES  
LARGER THAN 156 mm (6 1/8 INCHES) IN HEIGHT  
AND 292 mm (11 1/2 INCHES) IN LENGTH.
2. Print or type your name and address in the UPPER left corner  
of the envelope containing your offer.
3. Complete the bottom portion of this form and paste it on the  
LOWER left corner of the envelope, unless the envelope is  
156 mm by 292 mm ( 6 1/8 inches by 11 1/2 inches) or smaller.

OFFER

SOLICITATION NO.	
DATE FOR RECEIPT OF OFFERS	
TIME FOR RECEIPT OF OFFERS	
AM	PM
OFFICE DESIGNATED TO RECEIVE OFFERS	